

Cannonball

Gaston County

Project ID #100644

This property portfolio has been created for the NC DEQ Division of Mitigation Services. It includes real property documents related to compensatory mitigation. Typical documents include recorded conservation easements, warranty deeds, and plats. Other relevant legal documents and illustrations are incorporated when they provide insight to the intended audience of land stewards, landowners and program personnel.



**BK 5524 PG 671 - 686**

**STATE OF NORTH CAROLINA**

**DEED OF CONSERVATION EASEMENT  
AND RIGHT OF ACCESS PROVIDED  
PURSUANT TO  
FULL DELIVERY  
MITIGATION CONTRACT**

**GASTON COUNTY**

**SPO File Number: 36-LA-131**

**Revenue Stamps: \$ 1,935.00**

**DMS Project Number: 100644**

Prepared by: Office of the Attorney General  
Property Control Section  
Return to: NC Department of Administration  
State Property Office  
1321 Mail Service Center  
Raleigh, NC 27699-1321

**THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS**, made this 11<sup>th</sup> day of December, 2024, **Glenn Scott Flowers a/k/a Glenn Scott Flowers, Sr. and spouse, Kathy C. Flowers**, (“Grantor”), whose mailing address is 1012 Lewis Farm Road, Kings Mountain, NC 28086, to the **State of North Carolina** (“Grantee”), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, employees, agents, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly known as the Department of Environment and Natural Resources) for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

**WHEREAS**, this Conservation Easement from Grantor to Grantee has been negotiated, arranged, and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation and/or nutrient offset pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number **416886181-01**.

**WHEREAS**, the State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

**WHEREAS**, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; and

**WHEREAS**, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003, which recognized that the Wetlands Restoration Program was to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

**WHEREAS**, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Ecosystem Enhancement Program with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

**WHEREAS**, the authority for the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8<sup>th</sup> day of February 2000; and

**WHEREAS**, the Division of Mitigation Services in the Department of Environmental Quality and the State Property Office of the Department of Administration have jointly approved acceptance of this instrument; and

**WHEREAS**, Grantor owns in fee simple certain real property situated, lying, and being in Crowders Mountain Township, Gaston County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 83.63 acres and

being conveyed to the Grantor by deed as recorded in **Deed Book 4565 at Page 299** of the Gaston County Registry, North Carolina; and

**WHEREAS**, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of Long Creek which drains to the South Fork of the Catawba River.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee forever and in perpetuity, a Conservation Easement and Right of Access over and upon the Property or such portion(s) thereof described below.

The Conservation Easement Area consists of the following:

Conservation Easement Area C containing a total of **32.22 acres** as shown on the plat of survey entitled "A Conservation Easement Survey For The State of North Carolina, Division of Mitigation Services, "Cannonball", SPO File No. 36-LA-131, DMS Site ID No. 100644", on the Property of Glenn S. Flowers, dated 10/22/24 by Drew Van Duinkerken PLS Number L-5010 (Kee Mapping and Surveying, PA) and recorded in the Gaston County, North Carolina Register of Deeds at **Plat Book 106, Pages 61 through 65**.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Conservation Easement Area" or "Easement Area"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

#### **I. DURATION OF EASEMENT**

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual, and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

#### **II. ACCESS EASEMENT**

Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at such location as



practically necessary to access the Conservation Easement Area for the purposes set forth herein ("Access Easement"). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

### **III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES**

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited actions on the Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee or its employees, contractors, agents, successors, and assigns. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

**A. Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.

**B. Motorized Vehicle Use.** Motorized vehicle use in the Conservation Easement Area is prohibited except within a crossing area(s) or road or trail as shown on the recorded survey plat. This provision shall also apply to the use of any equine species.

**C. Educational Uses.** The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the Property shall not alter vegetation, hydrology, or topography within the Conservation Easement Area.

**D. Damage to Vegetation.** Except within crossing area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

**E. Agricultural and Silvicultural Use.** All agricultural and silvicultural uses are prohibited within the Conservation Easement Area including, but not limited to, any use for cropland, orchards, waste lagoons, timber harvesting or pastureland. Direct application of pesticides and/or agricultural waste within the Conservation Easement Area is prohibited. The Grantor shall be solely responsible for the protection of the Conservation Easement Area from intrusion by

livestock and shall be solely responsible for the installation and maintenance of any livestock exclusion measures (e.g. fencing) in accordance with the terms and conditions of this Conservation Easement outside of the Conservation Easement Area for so long as there are livestock on the Property adjacent to the Conservation Easement Area.

**F. Structures.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area. All previously existing buildings, facilities, utilities, ponds, dams, stormwater conveyances, wells, mines, and other structures within the Conservation Easement Area shall be shown on the recorded survey plat. Any such structures not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or replaced.

**G. Roads and Trails.** There shall be no construction or maintenance of new roads, trails, walkways, paving, or other infrastructure in the Conservation Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Easement Area for purposes consistent with this Conservation Easement. Existing roads, trails, or paths may be maintained with loose gravel or vegetation to stabilize or cover the surfaces.

All previously existing roads, trails, bridges, crossings, and other infrastructure within the Conservation Easement Area shall be shown on the recorded survey plat. Any such infrastructure not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or renewed.

**H. Signs.** No signs shall be permitted in the Conservation Easement Area except boundary signs, interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.

**I. Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.

**J. Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing, removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

**K. Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns are allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use pesticides or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

**L. Subdivision and Conveyance.** Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Conservation Easement Area portion of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

**M. Development Rights.** All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

**N. Disturbance of Natural Features.** Any change, disturbance, alteration, or impairment of the natural features of the Conservation Easement Area or any intentional introduction of non-native plants, trees, and/or animal species by Grantor is prohibited. Any introduction of livestock to the Conservation Easement Area by the Grantor is expressly prohibited. Any introduction of native plants, trees, and animal species consistent with the purposes of this Conservation Easement shall be done in accordance with prior written approval by the Division of Mitigation Services or any subsequent entity designated to steward the Conservation Easement by the Division of Mitigation Services.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Grantee entity designated to steward the Conservation Easement by the Division of Mitigation Services.

#### **IV. GRANTEE RESERVED USES**

**A. Right of Access, Construction, and Inspection.** The Grantee shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

**B. Restoration Activities.** These activities include, but are not limited to, the planting of trees, shrubs and herbaceous vegetation, installation of monitoring gauges, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow.

**C. Research and Educational Activities.** The Grantee shall be permitted to enter, inspect, observe, and study the Conservation Easement Area for the purpose of conducting reasonable educational and scientific research activities related to the condition of the Conservation Easement Area and the protected resources therein. These activities include but are not limited to the installation of monitoring equipment, the creation of monitoring zones, and the performance of surveys, geotechnical investigations, and biological studies. Any parties other than the Grantee, its employees and agents, successors or assigns, desiring to conduct such activities must obtain written permission from both the Grantor and the Grantee in advance and be consistent with the

intent of the mitigation project.

**D. Signs.** The Grantee shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement Area, or identify the project boundaries and the holder of the Conservation Easement.

**E. Fences.** If livestock is maintained on the Property, the Grantor is required to restrict livestock access to the Conservation Easement Area. If the Grantor fails to restrict livestock access to the Conservation Easement Area, Grantee reserves the right to repair or install livestock exclusion devices (i.e., fences) within the Conservation Area at its sole discretion and to recover the cost of such installation or repairs from Grantor. In such cases, Grantor must provide access to Grantee to make such installation and repairs. Grantee shall have no responsibility to repair or maintain any fences installed under this provision.

**F. Crossing Area(s).** Grantee is not responsible for the maintenance of crossing area(s), however, the Grantee after the appropriate notice required under this Conservation Easement, reserves the right to repair crossing area(s) at its sole discretion and to recover the cost of such repairs from Grantor if such repairs are needed as a result of activities of the Grantor. In such cases, the Grantor must provide access to the Grantee to make repairs.

## **V. ENFORCEMENT AND REMEDIES**

**A. Enforcement.** To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to the Grantee in connection with this Conservation Easement.

**B. Inspection.** The Grantee has the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions, and restrictions of this Conservation Easement.

Easement. Notice for purposes of this subsection may be accomplished by registered or certified mail, regular postal mail (i.e., postcard or letter), electronic mail ("email"), or by personal contact with the Grantor (i.e., phone or in-person).

**C. Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.

**D. Costs of Enforcement.** Beyond regular and typical monitoring expenses, any costs incurred by Grantee to enforce the terms of this Conservation Easement against Grantor or to protect Grantee's rights and interests in and to the Conservation Easement and Access Easement, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement and any legal expenses or court costs, including reasonable attorney's fees, shall be borne by Grantor.

**E. No Waiver.** Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

## **VI. MISCELLANEOUS**

**A.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

**B.** Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property is the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations, and permits that may apply to the exercise of the Reserved Rights.

**C.** Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

**D.** Grantor agrees that any subsequent lease, deed, or other legal instruments by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

**E.** The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall be binding on any successor owners.

**F.** This Conservation Easement and Right of Access may be amended, but only in a writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. In accordance with 33 CFR 332.7(a)(3), the owner of the Property shall notify the State Property Office, the U.S. Army Corps of Engineers, and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property which includes the Conservation Easement Area, any request to void or modify this Conservation Easement, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

NC State Property Office  
1321 Mail Service Center  
Raleigh, NC 27699-1321

and

Division Engineer  
US Army Corps of Engineers  
69 Darlington Avenue  
Wilmington, NC 28403

and

Division of Mitigation Services  
1652 Mail Service Center  
Raleigh, NC 27699-1652

**G.** The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq., § 143-214.12(a1) and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

## **VII. QUIET ENJOYMENT**

Grantor reserves all remaining rights accruing from ownership of the Property, including  
NCDMS Full Delivery Conservation Easement Template AG reviewed 27 October 2023

the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area,

**TO HAVE AND TO HOLD**, the said rights and easements perpetually unto the Grantee for the aforesaid purposes,

**AND** Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

*[signatures to follow]*

IN TESTIMONY, WHEREOF, the Grantor has hereunto set its hand and seal, the day and year first above written.

Glenn S Flowers (SEAL)  
Glenn Scott Flowers a/k/a Glenn Scott  
Flowers, Sr.

Kathy C Flowers (SEAL)  
Kathy C. Flowers

NORTH CAROLINA  
COUNTY OF Gaston

I, Benjamin Mcguire, a Notary Public in and for the County and State aforesaid, do hereby certify that **Glenn Scott Flowers a/k/a Glenn Scott Flowers, Sr. and Kathy C. Flowers**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

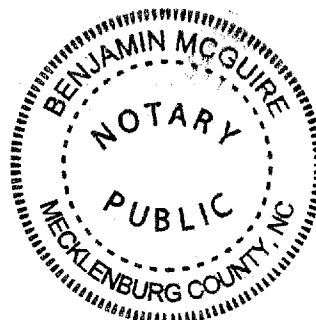
IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 11<sup>th</sup>  
day of December, 20  .

Benjamin Mcguire  
Notary Public

My commission expires:

09-11-2027

(Official Stamp or Seal)





# Exhibit A

*A Conservation Easement for  
The State of North Carolina,  
Division of Mitigation Services  
"Cannonball"  
Property of:  
Glenn S. Flowers*

**SPO FILE NO. 36-LA-131 DMS SITE ID NO. 100644**

The following conservation easement area is located off of Lewis Farm Road, SR 1401, within the Crowders Mountain Township, Gaston County, North Carolina, and being on a portion of that property conveyed to Glenn S. Flowers through Deed Book 4565, Page 299 of the Gaston County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), and being more particularly described as follows (all bearings are grid bearings and all distances are grid distances, with an average combined factor of 0.99983930):

## **Conservation Easement Area C:**

BEGINNING AT AN EXISTING PLANTED STONE (CORNER 1), said stone being at the common corner of Deed Book 4565, Page 299, Deed Book 1078, Page 103 and Deed Book 1002, Page 21, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 573170.64 feet and Easting: 1308301.03 feet;

Thence with the common line of Deed Book 4565, Page 299 and Deed Book 1002, Page 21 and with the conservation easement area the following (4) courses and distances:

- (1) S 86°27'36" E, generally south of, then crossing, the fence, a distance of 455.03 feet to an existing planted stone (Corner 2), said stone being at a fence corner;
- (2) S 27°43'48" E, generally southwest of, then crossing, the fence, a distance of 566.57 feet to a 5/8" rebar set with a CE cap (Corner 3);
- (3) S 27°43'48" E, generally southwest of the fence, a distance of 104.94 feet to an existing 1/2" rebar, said rebar being at a fence corner;
- (4) S 27°43'48" E, leaving the fence, a distance of 24.42 feet to an unmarked point, said point being in the center of Long Creek;

Thence continuing with the aforesaid common line, down and with the center of Long Creek as it meanders, and continuing with the conservation easement area the following (15) courses and distances:

- (1) S 83°11'58" E a distance of 24.64 feet to an unmarked point;
- (2) N 60°22'01" E a distance of 47.02 feet to an unmarked point;
- (3) N 85°54'07" E a distance of 25.56 feet to an unmarked point;
- (4) N 54°04'15" E a distance of 38.01 feet to an unmarked point;
- (5) S 78°19'05" E a distance of 17.28 feet to an unmarked point;
- (6) S 40°41'17" E a distance of 39.60 feet to an unmarked point;
- (7) S 77°32'18" E a distance of 83.28 feet to an unmarked point;
- (8) N 82°17'21" E a distance of 22.81 feet to an unmarked point;
- (9) N 26°59'41" E a distance of 45.91 feet to an unmarked point;
- (10) N 67°01'10" E a distance of 18.97 feet to an unmarked point;
- (11) N 78°43'22" E a distance of 37.87 feet to an unmarked point;
- (12) N 63°02'49" E a distance of 40.69 feet to an unmarked point;
- (13) S 83°59'14" E a distance of 24.30 feet to an unmarked point;
- (14) S 66°00'34" E a distance of 47.82 feet to an unmarked point;
- (15) N 80°37'05" E a distance of 32.45 feet to an unmarked point, said point being at the centerline intersection of Long Creek and a second creek, and being at the common corner of Deed Book 4565, Page 299, Deed Book 1002, Page 21 and Deed Book 5103, Page 2165 (Tract 3);

Thence leaving the aforementioned common line, leaving Long Creek, with the common line of Deed Book 4565, Page 299 and Deed Book 5103, Page 2165 (Tract 3), up and with the center of a creek as it meanders, and continuing with the conservation easement area the following (40) courses and distances:

- (1) S 28°52'13" W a distance of 41.18 feet to an unmarked point;
- (2) S 51°03'09" W a distance of 55.92 feet to an unmarked point;
- (3) S 24°47'03" W a distance of 35.60 feet to an unmarked point;
- (4) S 46°23'55" W a distance of 20.59 feet to an unmarked point;
- (5) S 59°28'31" W a distance of 20.37 feet to an unmarked point;
- (6) S 24°13'36" W a distance of 39.03 feet to an unmarked point;
- (7) S 49°59'08" W a distance of 45.01 feet to an unmarked point;

- (8) S 36°53'14" W a distance of 50.02 feet to an unmarked point;
- (9) S 51°42'58" W a distance of 43.42 feet to an unmarked point;
- (10) S 37°22'02" W a distance of 85.16 feet to an unmarked point;
- (11) S 53°02'09" W a distance of 33.67 feet to an unmarked point;
- (12) S 39°56'24" W a distance of 46.55 feet to an unmarked point;
- (13) S 14°22'41" W a distance of 42.49 feet to an unmarked point;
- (14) S 65°12'30" W a distance of 46.08 feet to an unmarked point;
- (15) S 13°16'13" W a distance of 37.59 feet to an unmarked point;
- (16) S 41°30'54" W a distance of 18.30 feet to an unmarked point;
- (17) S 80°07'30" W a distance of 18.99 feet to an unmarked point;
- (18) S 37°55'04" W a distance of 35.18 feet to an unmarked point;
- (19) S 44°45'45" W a distance of 33.90 feet to an unmarked point;
- (20) S 31°03'49" W a distance of 41.25 feet to an unmarked point;
- (21) S 42°33'55" W, passing the confluence of a creek flowing in from the southeast, a distance of 26.81 feet to an unmarked point;
- (22) S 24°38'40" W a distance of 44.73 feet to an unmarked point;
- (23) S 21°53'59" W a distance of 79.25 feet to an unmarked point;
- (24) S 37°19'48" W a distance of 42.96 feet to an unmarked point;
- (25) S 01°47'19" W a distance of 33.98 feet to an unmarked point;
- (26) S 31°39'51" W a distance of 21.14 feet to an unmarked point;
- (27) S 55°46'05" W a distance of 20.00 feet to an unmarked point;
- (28) S 36°37'48" W a distance of 18.01 feet to an unmarked point;
- (29) S 18°43'31" W a distance of 42.34 feet to an unmarked point;
- (30) S 26°09'41" W a distance of 34.46 feet to an unmarked point;
- (31) S 14°14'44" W a distance of 19.43 feet to an unmarked point;
- (32) S 36°53'15" W a distance of 44.99 feet to an unmarked point;

- (33) S 00°25'29" E a distance of 37.96 feet to an unmarked point;
- (34) S 31°11'01" W a distance of 16.87 feet to an unmarked point;
- (35) S 45°46'56" W a distance of 29.83 feet to an unmarked point;
- (36) S 24°51'16" W a distance of 105.93 feet to an unmarked point;
- (37) S 37°43'35" W a distance of 37.78 feet to an unmarked point;
- (38) S 02°52'12" W a distance of 50.77 feet to an unmarked point;
- (39) S 32°49'37" W a distance of 30.44 feet to an unmarked point;
- (40) S 43°53'52" W a distance of 19.88 feet to an unmarked point, said point being in the northern line of a 50 foot wide right of way and easement of Dominion Energy as described in Deed Book 920, Page 69;

Thence leaving the aforesaid common line, leaving the creek, with the aforesaid right of way line, and continuing with the conservation easement area N 67°48'07" W a distance of 181.31 feet to a 5/8" rebar set with a CE cap (Corner 11);

Thence leaving the aforementioned right of way line and continuing with the conservation easement area the following (12) courses and distances:

- (1) N 26°39'19" E a distance of 512.21 feet to a 5/8" rebar set with a CE cap (Corner 12);
- (2) N 72°24'58" W a distance of 159.42 feet to a 5/8" rebar set with a CE cap (Corner 13);
- (3) N 77°46'01" W a distance of 167.24 feet to a 5/8" rebar set with a CE cap (Corner 14);
- (4) N 73°01'25" W a distance of 219.53 feet to a 5/8" rebar set with a CE cap (Corner 15);
- (5) N 30°42'38" W a distance of 69.62 feet to a 5/8" rebar set with a CE cap (Corner 16);
- (6) N 09°51'54" E a distance of 175.06 feet to a 5/8" rebar set with a CE cap (Corner 17);
- (7) N 45°33'46" W a distance of 293.83 feet to a 5/8" rebar set with a CE cap (Corner 18);
- (8) N 67°15'41" W, crossing a fence, a distance of 510.65 feet to a 5/8" rebar set with a CE cap (Corner 19);
- (9) S 68°52'45" W a distance of 55.10 feet to a 5/8" rebar set with a CE cap (Corner 20);
- (10) N 60°14'55" W a distance of 339.15 feet to a 5/8" rebar set with a CE cap (Corner 21);
- (11) N 17°49'31" W, crossing a fence, a distance of 111.88 feet to a 5/8" rebar set with a CE cap (Corner 22);

- (12) N 17°15'05" E a distance of 22.38 feet to a 5/8" rebar set with a CE cap (Corner 23), said rebar being in the common line of Deed Book 4565, Page 299 and Deed Book 1078, Page 103, and being south of the south edge of a creek;

Thence with the aforesaid common line and continuing with the conservation easement area the following (5) courses and distances:

- (1) S 58°12'10" E a distance of 96.14 feet to a 5/8" rebar set with a "Kee" cap, said rebar being south of the creek and north of a fence;
- (2) S 74°08'28" E, crossing the fence, crossing and recrossing the creek, crossing a second fence, a distance of 643.36 feet to an existing 1/2" iron rod;
- (3) N 38°32'08" E, crossing the creek, crossing a fence, a distance of 167.13 feet to a 5/8" rebar set with a CE cap (Corner 26);
- (4) N 38°32'08" E a distance of 136.24 feet to a 5/8" rebar set with a CE cap (Corner 27);
- (5) N 38°32'08" E, crossing Long Creek, crossing a fence, a distance of 306.55 feet to the TRUE POINT OF BEGINNING;

**Being all of that area of land in Conservation Easement Area C containing a total of 32.22 Acres, being the same more or less.**

Being all of a conservation easement area containing a total of **32.22 Acres**, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for The State of North Carolina, Division of Mitigation Services, "Cannonball", SPO File No. 36-LA-131, DMS Site ID No. 100644", on the property of Glenn S. Flowers, dated 10/22/24, Job# 2303023-CE. This description of land was prepared from an actual survey and shown on the aforesaid plat by Kee Mapping and Surveying, PA (License # C-3039) between the dates of 03/20/23 – 04/04/24 and under the supervision of Drew Van Duinkerken, NC PLS (License # L-5010) and shown on a plat of survey as recorded in Plat Book 106, Pages 61 through 65 of the Gaston County Register of Deeds, to which reference should be made for a more complete description.

**BK 5524 PG 735 - 747**

**STATE OF NORTH CAROLINA**

**DEED OF CONSERVATION EASEMENT  
AND RIGHT OF ACCESS PROVIDED  
PURSUANT TO  
FULL DELIVERY  
MITIGATION CONTRACT**

**GASTON COUNTY**

**SPO File Number: 36-LA-130**

**DMS Project Number: 100644**

**Revenue Stamps: \$ 720.00**

Prepared by: Office of the Attorney General  
Property Control Section  
Return to: NC Department of Administration  
State Property Office  
1321 Mail Service Center  
Raleigh, NC 27699-1321

**THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS**, made this 11<sup>th</sup> day of December, 2024, **Robert L. Robinson, Jr. and spouse, Maudie Robinson, ("Grantor")**, whose mailing address is 537 Old Mill Road Bessemer City, NC 28016, to the State of North Carolina, **("Grantee")**, whose mailing address is **State of North Carolina**, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, employees, agents, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly known as the Department of Environment and Natural Resources) for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

**WHEREAS**, this Conservation Easement from Grantor to Grantee has been negotiated, arranged, and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation and/or nutrient offset pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number **416886181-01**.

**WHEREAS**, the State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

**WHEREAS**, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; and

**WHEREAS**, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003, which recognized that the Wetlands Restoration Program was to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

**WHEREAS**, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Ecosystem Enhancement Program with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

**WHEREAS**, the authority for the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8<sup>th</sup> day of February 2000; and

**WHEREAS**, the Division of Mitigation Services in the Department of Environmental Quality and the State Property Office of the Department of Administration have jointly approved acceptance of this instrument; and

**WHEREAS**, Grantor owns in fee simple certain real property situated, lying, and being in Cherryville Township, Gaston County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 60.72 acres and

being conveyed to the Grantor by deed as recorded in **Deed Book 1078 at Page 103** of the Gaston County Registry, North Carolina; and

**WHEREAS**, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of Long Creek which drains to the South Fork of the Catawba River.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee forever and in perpetuity, a Conservation Easement and Right of Access over and upon the Property or such portion(s) thereof described below.

The Conservation Easement Area consists of the following:

Conservation Easement Area A (9.05 acres) and Conservation Easement Area B (2.20 acres) containing a total of **11.25 acres** as shown on the plat of survey entitled "A Conservation Easement Survey For The State of North Carolina, Division of Mitigation Services, "Cannonball", SPO File No. 36-LA-130, DMS Site ID No. 100644", on the Property of Robert L. Robinson, Jr. and Maudie Robinson, dated 10/22/24 by Drew Van Duinkerken PLS Number L-5010 (Kee Mapping and Surveying, PA) and recorded in the Gaston County, North Carolina Register of Deeds at **Plat Book 106, Pages 61 through 65**.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "**Conservation Easement Area**" or "**Easement Area**"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

#### **I. DURATION OF EASEMENT**

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual, and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.



## II. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein ("Access Easement"). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

## III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited actions on the Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee or its employees, contractors, agents, successors, and assigns. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

**A. Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.

**B. Motorized Vehicle Use.** Motorized vehicle use in the Conservation Easement Area is prohibited except within a crossing area(s) or road or trail as shown on the recorded survey plat. This provision shall also apply to the use of any equine species.

**C. Educational Uses.** The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the Property shall not alter vegetation, hydrology, or topography within the Conservation Easement Area.

**D. Damage to Vegetation.** Except within crossing area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the

Conservation Easement Area is prohibited.

**E. Agricultural and Silvicultural Use.** All agricultural and silvicultural uses are prohibited within the Conservation Easement Area including, but not limited to, any use for cropland, orchards, waste lagoons, timber harvesting or pastureland. Direct application of pesticides and/or agricultural waste within the Conservation Easement Area is prohibited. The Grantor shall be solely responsible for the protection of the Conservation Easement Area from intrusion by livestock and shall be solely responsible for the installation and maintenance of any livestock exclusion measures (e.g. fencing) in accordance with the terms and conditions of this Conservation Easement outside of the Conservation Easement Area for so long as there are livestock on the Property adjacent to the Conservation Easement Area.

**F. Structures.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area. All previously existing buildings, facilities, utilities, ponds, dams, stormwater conveyances, wells, mines, and other structures within the Conservation Easement Area shall be shown on the recorded survey plat. Any such structures not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or replaced.

**G. Roads and Trails.** There shall be no construction or maintenance of new roads, trails, walkways, paving, or other infrastructure in the Conservation Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Easement Area for purposes consistent with this Conservation Easement. Existing roads, trails, or paths may be maintained with loose gravel or vegetation to stabilize or cover the surfaces.

All previously existing roads, trails, bridges, crossings, and other infrastructure within the Conservation Easement Area shall be shown on the recorded survey plat. Any such infrastructure not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or renewed.

**H. Signs.** No signs shall be permitted in the Conservation Easement Area except boundary signs, interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.

**I. Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.

**J. Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing, removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

**K. Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting

the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns are allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use pesticides or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

**L. Subdivision and Conveyance.** Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Conservation Easement Area portion of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

**M. Development Rights.** All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

**N. Disturbance of Natural Features.** Any change, disturbance, alteration, or impairment of the natural features of the Conservation Easement Area or any intentional introduction of non-native plants, trees, and/or animal species by Grantor is prohibited. Any introduction of livestock to the Conservation Easement Area by the Grantor is expressly prohibited. Any introduction of native plants, trees, and animal species consistent with the purposes of this Conservation Easement shall be done in accordance with prior written approval by the Division of Mitigation Services or any subsequent entity designated to steward the Conservation Easement by the Division of Mitigation Services.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Grantee entity designated to steward the Conservation Easement by the Division of Mitigation Services.

#### **IV. GRANTEE RESERVED USES**

**A. Right of Access, Construction, and Inspection.** The Grantee shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

**B. Restoration Activities.** These activities include, but are not limited to, the planting of trees, shrubs and herbaceous vegetation, installation of monitoring gauges, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow.

**C. Research and Educational Activities.** The Grantee shall be permitted to enter, inspect, observe, and study the Conservation Easement Area for the purpose of conducting reasonable educational and scientific research activities related to the condition of the Conservation Easement Area and the protected resources therein. These activities include but are not limited to the installation of monitoring equipment, the creation of monitoring zones, and the performance of surveys, geotechnical investigations, and biological studies. Any parties other than the Grantee, its employees and agents, successors or assigns, desiring to conduct such activities must obtain written permission from both the Grantor and the Grantee in advance and be consistent with the intent of the mitigation project.

**D. Signs.** The Grantee shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement Area, or identify the project boundaries and the holder of the Conservation Easement.

**E. Fences.** If livestock is maintained on the Property, the Grantor is required to restrict livestock access to the Conservation Easement Area. If the Grantor fails to restrict livestock access to the Conservation Easement Area, Grantee reserves the right to repair or install livestock exclusion devices (i.e., fences) within the Conservation Area at its sole discretion and to recover the cost of such installation or repairs from Grantor. In such cases, Grantor must provide access to Grantee to make such installation and repairs. Grantee shall have no responsibility to repair or maintain any fences installed under this provision.

**F. Crossing Area(s).** Grantee is not responsible for the maintenance of crossing area(s), however, the Grantee after the appropriate notice required under this Conservation Easement, reserves the right to repair crossing area(s) at its sole discretion and to recover the cost of such repairs from Grantor if such repairs are needed as a result of activities of the Grantor. In such cases, the Grantor must provide access to the Grantee to make repairs.

## **V. ENFORCEMENT AND REMEDIES**

**A. Enforcement.** To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from

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AG reviewed 27 October 2023

this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to the Grantee in connection with this Conservation Easement.

**B. Inspection.** The Grantee has the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions, and restrictions of this Conservation Easement. Notice for purposes of this subsection may be accomplished by registered or certified mail, regular postal mail (i.e., postcard or letter), electronic mail ("email"), or by personal contact with the Grantor (i.e., phone or in-person).

**C. Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.

**D. Costs of Enforcement.** Beyond regular and typical monitoring expenses, any costs incurred by Grantee to enforce the terms of this Conservation Easement against Grantor or to protect Grantee's rights and interests in and to the Conservation Easement and Access Easement, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement and any legal expenses or court costs, including reasonable attorney's fees, shall be borne by Grantor.

**E. No Waiver.** Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

## **VI. MISCELLANEOUS**

**A.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

**B.** Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property is the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to

comply with federal, state or local laws, regulations, and permits that may apply to the exercise of the Reserved Rights.

C. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

D. Grantor agrees that any subsequent lease, deed, or other legal instruments by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

E. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall be binding on any successor owners.

F. This Conservation Easement and Right of Access may be amended, but only in a writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. In accordance with 33 CFR 332.7(a)(3), the owner of the Property shall notify the State Property Office, the U.S. Army Corps of Engineers, and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property which includes the Conservation Easement Area, any request to void or modify this Conservation Easement, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

NC State Property Office  
1321 Mail Service Center  
Raleigh, NC 27699-1321

and

Division Engineer  
US Army Corps of Engineers  
69 Darlington Avenue  
Wilmington, NC 28403

and

Division of Mitigation Services  
1652 Mail Service Center  
Raleigh, NC 27699-1652

G. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq., § 143-214.12(a1) and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer

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or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

## **VII. QUIET ENJOYMENT**

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area,

**TO HAVE AND TO HOLD**, the said rights and easements perpetually unto the Grantee for the aforesaid purposes,

**AND** Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

*[signatures to follow]*

IN TESTIMONY, WHEREOF, the Grantor has hereunto set its hand and seal, the day and year first above written.

Robert L. Robinson, Jr. (SEAL)  
Robert L. Robinson, Jr.

Maudie G. Robinson (SEAL)  
Maudie Robinson

NORTH CAROLINA  
COUNTY OF Gaston

I, Benjamin Mcguire, a Notary Public in and for the County and State aforesaid, do hereby certify that **Robert L. Robinson, Jr. and Maudie Robinson**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

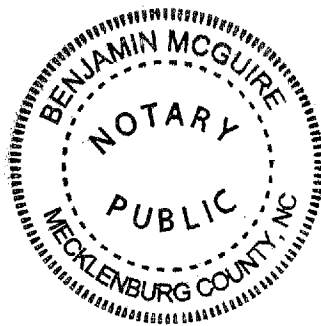
IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 11<sup>th</sup> day of December, 2024

Benjamin Mcguire  
Notary Public

My commission expires:

04-11-27

(Official Stamp or Seal)





# Exhibit A

*A Conservation Easement for  
The State of North Carolina,  
Division of Mitigation Services  
"Cannonball"*

**Property of:  
Robert L. Robinson, Jr. & Maudie Robinson  
SPO FILE NO. 36-LA-130 DMS SITE ID NO. 100644**

The following conservation easement areas are located off of Old Mill Road, SR 1408, within the Cherryville Township, Gaston County, North Carolina, and being on portions of that property conveyed to Robert L. Robinson, Jr. and Maudie Robinson through Deed Book 1078, Page 103 of the Gaston County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), and being more particularly described as follows (all bearings are grid bearings and all distances are grid distances, with an average combined factor of 0.99983930):

## **Conservation Easement Area A:**

BEGINNING AT AN EXISTING PLANTED STONE (CORNER 1), said stone being at the common corner of Deed Book 1078, Page 103, Deed Book 1002, Page 21 and Deed Book 4565, Page 299, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 573170.64 feet and Easting: 1308301.03 feet;

Thence with the common line of Deed Book 1078, Page 103 and Deed Book 4565, Page 299, crossing a fence, crossing Long Creek, and with the conservation easement area S 38°32'08" W a distance of 306.55 feet to a 5/8" rebar set with a CE cap (Corner 27);

Thence leaving the aforesaid common line and continuing with the conservation easement area the following (7) courses and distances:

- (1) N 52°54'40" W a distance of 515.90 feet to a 5/8" rebar set with a CE cap (Corner 28);
- (2) N 67°41'28" W a distance of 397.66 feet to a 5/8" rebar set with a CE cap (Corner 29);
- (3) N 89°54'09" W a distance of 264.04 feet to a 5/8" rebar set with a CE cap (Corner 30);
- (4) N 04°14'27" E, crossing Long Creek, a distance of 186.67 feet to a 5/8" rebar set with a CE cap (Corner 31);
- (5) N 88°26'41" E a distance of 801.87 feet to a 5/8" rebar set with a CE cap (Corner 32);
- (6) S 62°30'02" E a distance of 192.32 feet to a 5/8" rebar set with a CE cap (Corner 33);
- (7) S 36°00'47" E a distance of 422.61 feet to the TRUE POINT OF BEGINNING;

Being all of that area of land in Conservation Easement Area A containing a total of 9.05 Acres, being the same more or less.

### **Conservation Easement Area B:**

BEGINNING AT A 5/8" REBAR SET WITH A CE CAP (CORNER 26), said rebar being in the common line of Deed Book 1078, Page 103 and Deed Book 4565, Page 299, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 572824.28 feet and Easting: 1308025.17 feet;

Thence with the aforementioned common line and with the conservation easement area the following (3) courses and distances:

- (1) S 38°32'08" W, crossing a fence, crossing a creek, a distance of 167.13 feet to an existing 1/2" iron rod;
- (2) N 74°08'28" W, crossing a fence, crossing and recrossing the creek, and crossing a second fence, a distance of 643.36 feet to a 5/8" rebar set with a "Kee" cap, said rebar being north of the fence and south of the creek;
- (3) N 58°12'10" W a distance of 96.14 feet to a 5/8" rebar set with a CE cap (Corner 23), said rebar being south of the south edge of the creek;

Thence leaving the aforesaid common line and continuing with the conservation easement area the following (3) courses and distances:

- (1) N 17°15'05" E, crossing the creek, a distance of 101.39 feet to a 5/8" rebar set with a CE cap (Corner 24);
- (2) S 72°43'58" E a distance of 456.79 feet to a 5/8" rebar set with a CE cap (Corner 25);
- (3) S 80°26'40" E a distance of 343.19 feet to the TRUE POINT OF BEGINNING;

Being all of that area of land in Conservation Easement Area B containing a total of 2.20 Acres, being the same more or less.

Being all of two conservation easement areas containing a total of **11.25 Acres**, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for The State of North Carolina, Division of Mitigation Services, "Cannonball", SPO File No. 36-LA-130, DMS Site ID No. 100644", on the property of Robert L. Robinson, Jr. and Maudie Robinson, dated 10/22/24, Job #2303023-CE. This description of land was prepared from an actual survey and shown on the aforesaid plat by Kee Mapping and Surveying, PA (License # C-3039) between the dates of 03/20/23 – 04/04/24 and under the supervision of Drew Van Duinkerken, NC PLS (License # L-5010) and shown on a plat of survey as recorded in Plat Book 106, Pages 61 through 65 of the Gaston County Register of Deeds, to which reference should be made for a more complete description.

**BK 5524 PG 774 - 789**

**STATE OF NORTH CAROLINA**

**DEED OF CONSERVATION EASEMENT  
AND RIGHT OF ACCESS PROVIDED  
PURSUANT TO  
FULL DELIVERY  
MITIGATION CONTRACT**

**GASTON COUNTY**

**SPO File Number: 36-LA-132  
DMS Project Number: 100644**

**Revenue Stamps: \$ 95.00**

Prepared by: Office of the Attorney General  
Property Control Section  
Return to: NC Department of Administration  
State Property Office  
1321 Mail Service Center  
Raleigh, NC 27699-1321

**THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS**, made this 11<sup>th</sup> day of December, 2024, **Denise Normaline Jenkins Phillips and spouse Frank Phillips; and Michael Stanton Jenkins and spouse Sydney Jenkins (“Grantor”)**, whose mailing address is 332 Sethridge Court, Auburn, GA 30011, to the **State of North Carolina, (“Grantee”)**, whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, employees, agents, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly known as the Department of Environment and Natural Resources) for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

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**WHEREAS**, this Conservation Easement from Grantor to Grantee has been negotiated, arranged, and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation and/or nutrient offset pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number **416886181-01**.

**WHEREAS**, the State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

**WHEREAS**, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; and

**WHEREAS**, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003, which recognized that the Wetlands Restoration Program was to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

**WHEREAS**, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Ecosystem Enhancement Program with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

**WHEREAS**, the authority for the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8<sup>th</sup> day of February 2000; and

**WHEREAS**, the Division of Mitigation Services in the Department of Environmental Quality and the State Property Office of the Department of Administration have jointly approved acceptance of this instrument; and

**WHEREAS**, Grantor owns in fee simple certain real property situated, lying, and being in Crowders Mountain Township, Gaston County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 116.32 acres and

being conveyed to the Grantor through the Estate of Norman Jenkins (Gaston County Estate File #2021E/943. For back deed reference see deed recorded in **Deed Book 1002 at Page 21** of the Gaston County Registry, North Carolina; and

**WHEREAS**, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of Long Creek which drains to the South Fork of the Catawba River.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee forever and in perpetuity, a Conservation Easement and Right of Access over and upon the Property or such portion(s) thereof described below.

The Conservation Easement Area consists of the following:

Conservation Easement Area D containing a total of **1.68 acres** as shown on the plat of survey entitled "A Conservation Easement Survey For The State of North Carolina, Division of Mitigation Services, "Cannonball", SPO File No. 36-LA-132, DMS Site ID No. 100644", on the Property of Denise N.J. Phillips and Michael S. Jenkins, dated 10/22/24 by Drew Van Duinkerken PLS Number L-5010 (Kee Mapping and Surveying, PA) and recorded in the Gaston County, North Carolina Register of Deeds at **Plat Book 106, Pages 61 through 65**.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Conservation Easement Area" or "Easement Area"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

## **I. DURATION OF EASEMENT**

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual, and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

## **II. ACCESS EASEMENT**

Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive easement for

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ingress and egress over and upon the Property at all reasonable times and at such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein ("Access Easement"). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

### **III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES**

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited actions on the Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee or its employees, contractors, agents, successors, and assigns. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

**A. Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.

**B. Motorized Vehicle Use.** Motorized vehicle use in the Conservation Easement Area is prohibited except within a crossing area(s) or road or trail as shown on the recorded survey plat. This provision shall also apply to the use of any equine species.

**C. Educational Uses.** The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the Property shall not alter vegetation, hydrology, or topography within the Conservation Easement Area.

**D. Damage to Vegetation.** Except within crossing area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

**E. Agricultural and Silvicultural Use.** All agricultural and silvicultural uses are prohibited within the Conservation Easement Area including, but not limited to, any use for cropland, orchards, waste lagoons, timber harvesting or pastureland. Direct application of pesticides and/or

agricultural waste within the Conservation Easement Area is prohibited. The Grantor shall be solely responsible for the protection of the Conservation Easement Area from intrusion by livestock and shall be solely responsible for the installation and maintenance of any livestock exclusion measures (e.g. fencing) in accordance with the terms and conditions of this Conservation Easement outside of the Conservation Easement Area for so long as there are livestock on the Property adjacent to the Conservation Easement Area.

**F. Structures.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area. All previously existing buildings, facilities, utilities, ponds, dams, stormwater conveyances, wells, mines, and other structures within the Conservation Easement Area shall be shown on the recorded survey plat. Any such structures not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or replaced.

**G. Roads and Trails.** There shall be no construction or maintenance of new roads, trails, walkways, paving, or other infrastructure in the Conservation Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Easement Area for purposes consistent with this Conservation Easement. Existing roads, trails, or paths may be maintained with loose gravel or vegetation to stabilize or cover the surfaces.

All previously existing roads, trails, bridges, crossings, and other infrastructure within the Conservation Easement Area shall be shown on the recorded survey plat. Any such infrastructure not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or renewed.

**H. Signs.** No signs shall be permitted in the Conservation Easement Area except boundary signs, interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.

**I. Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.

**J. Grading, Mineral Use, Excavation, Dredging.** ~~There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing, removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.~~

**K. Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns are allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use pesticides or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage

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of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

**L. Subdivision and Conveyance.** Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Conservation Easement Area portion of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

**M. Development Rights.** All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

**N. Disturbance of Natural Features.** Any change, disturbance, alteration, or impairment of the natural features of the Conservation Easement Area or any intentional introduction of non-native plants, trees, and/or animal species by Grantor is prohibited. Any introduction of livestock to the Conservation Easement Area by the Grantor is expressly prohibited. Any introduction of native plants, trees, and animal species consistent with the purposes of this Conservation Easement shall be done in accordance with prior written approval by the Division of Mitigation Services or any subsequent entity designated to steward the Conservation Easement by the Division of Mitigation Services.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Grantee entity designated to steward the Conservation Easement by the Division of Mitigation Services.

#### **IV. GRANTEE RESERVED USES**

**A. Right of Access, Construction, and Inspection.** The Grantee shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

**B. Restoration Activities.** These activities include, but are not limited to, the planting of trees, shrubs and herbaceous vegetation, installation of monitoring gauges, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow.

**C. Research and Educational Activities.** The Grantee shall be permitted to enter, inspect, observe, and study the Conservation Easement Area for the purpose of conducting reasonable educational and scientific research activities related to the condition of the Conservation Easement Area and the protected resources therein. These activities include but are not limited to the installation of monitoring equipment, the creation of monitoring zones, and the performance of



surveys, geotechnical investigations, and biological studies. Any parties other than the Grantee, its employees and agents, successors or assigns, desiring to conduct such activities must obtain written permission from both the Grantor and the Grantee in advance and be consistent with the intent of the mitigation project.

**D. Signs.** The Grantee shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement Area, or identify the project boundaries and the holder of the Conservation Easement.

**E. Fences.** If livestock is maintained on the Property, the Grantor is required to restrict livestock access to the Conservation Easement Area. If the Grantor fails to restrict livestock access to the Conservation Easement Area, Grantee reserves the right to repair or install livestock exclusion devices (i.e., fences) within the Conservation Area at its sole discretion and to recover the cost of such installation or repairs from Grantor. In such cases, Grantor must provide access to Grantee to make such installation and repairs. Grantee shall have no responsibility to repair or maintain any fences installed under this provision.

**F. Crossing Area(s).** Grantee is not responsible for the maintenance of crossing area(s), however, the Grantee after the appropriate notice required under this Conservation Easement, reserves the right to repair crossing area(s) at its sole discretion and to recover the cost of such repairs from Grantor if such repairs are needed as a result of activities of the Grantor. In such cases, the Grantor must provide access to the Grantee to make repairs.

## **V. ENFORCEMENT AND REMEDIES**

**A. Enforcement.** To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to the Grantee in connection with this Conservation Easement.

**B. Inspection.** The Grantee has the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions, and restrictions of this Conservation Easement. Notice for purposes of this subsection may be accomplished by registered or certified mail, regular postal mail (i.e., postcard or letter), electronic mail ("email"), or by personal contact with the Grantor (i.e., phone or in-person).

**C. Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.

**D. Costs of Enforcement.** Beyond regular and typical monitoring expenses, any costs incurred by Grantee to enforce the terms of this Conservation Easement against Grantor or to protect Grantee's rights and interests in and to the Conservation Easement and Access Easement, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement and any legal expenses or court costs, including reasonable attorney's fees, shall be borne by Grantor.

**E. No Waiver.** Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

## **VI. MISCELLANEOUS**

**A.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

**B.** Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property is the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations, and permits that may apply to the exercise of the Reserved Rights.

**C.** Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing

upon notification to the other.

**D.** Grantor agrees that any subsequent lease, deed, or other legal instruments by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

**E.** The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall be binding on any successor owners.

**F.** This Conservation Easement and Right of Access may be amended, but only in a writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. In accordance with 33 CFR 332.7(a)(3), the owner of the Property shall notify the State Property Office, the U.S. Army Corps of Engineers, and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property which includes the Conservation Easement Area, any request to void or modify this Conservation Easement, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

NC State Property Office  
1321 Mail Service Center  
Raleigh, NC 27699-1321

and

Division Engineer  
US Army Corps of Engineers  
69 Darlington Avenue  
Wilmington, NC 28403

and

Division of Mitigation Services  
1652 Mail Service Center  
Raleigh, NC 27699-1652

**G.** The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq., § 143-214.12(a1) and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

## **VII. QUIET ENJOYMENT**

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area,

**TO HAVE AND TO HOLD**, the said rights and easements perpetually unto the Grantee for the aforesaid purposes,

**AND** Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

*[signatures to follow]*

IN TESTIMONY, WHEREOF, the Grantor has hereunto set its hand and seal, the day and year first above written.

Denise Normaline Jenkins Phillips (SEAL)  
Denise Normaline Jenkins Phillips

Frank Phillips, by Denise Normaline Jenkins Phillips, Agent (SEAL)  
Frank Phillips, by Denise Normaline  
Jenkins Phillips, Agent

STATE OF North Carolina  
COUNTY OF Gaston

I, Benjamin McGuire, a Notary Public in and for the County and State aforesaid, do hereby certify that **Denise Normaline Jenkins Phillips**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

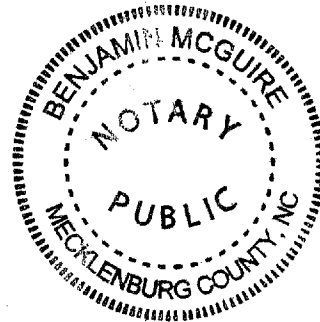
IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 11<sup>th</sup> day of December, 2024

Benjamin McGuire  
Notary Public

My commission expires:

(Official Stamp or Seal)

4-11-27



Gaston

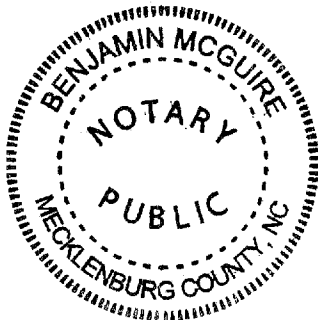
County, North Carolina

I, Benjamin McGuire, a Notary Public in and for the County and State aforesaid, do hereby certify that **Denise Normaline Jenkins Phillips, agent for Frank Phillips**, Grantor, personally appeared before me this day and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of the said **Frank Phillips** and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Gaston County, North Carolina Register of Deeds on the 11<sup>th</sup> day of December, 2024 in Book 5524, Page 599, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney.

I do further certify that the said **Denise Normaline Jenkins Phillips** acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the said **Frank Phillips**.

Witness my hand and official seal, this 11 day of December, 2024.

(Official Seal)



Benjamin McGuire

Official Signature of Notary

Benjamin McGuire

Notary's printed or typed name

My commission expires: 4-11-27

Michael Stanton Jenkins (SEAL)

Michael Stanton Jenkins

Sydney Jenkins (SEAL)  
Sydney Jenkins

NORTH CAROLINA

COUNTY OF Orange

I, Benjamin Mcguire, a Notary Public in and for the County and State aforesaid, do hereby certify that **Michael Stanton Jenkins and Sydney Jenkins**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

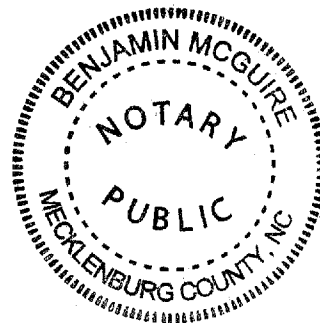
IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 8 day of December, 2024

Benjamin Mcguire  
Notary Public

My commission expires:

04-11-2027

(Official Stamp or Seal)



# Exhibit A

*A Conservation Easement for  
The State of North Carolina,  
Division of Mitigation Services  
"Cannonball"*

***Property of:  
Denise N. J. Phillips and Michael S. Jenkins  
SPO FILE NO. 36-LA-132 DMS SITE ID NO. 100644***

The following conservation easement area is located off of Ramseur Road, SR 1405, within the Cherryville Township, Gaston County, North Carolina, and being on a portion of that property conveyed to Norman C. Jenkins and Marceline W. Jenkins through Deed Book 1002, Page 21 of the Gaston County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), said property subsequently being devised to Denise N. J. Phillips and Michael S. Jenkins through Estate File 2021E/943 of the Gaston County Superior Court, and being more particularly described as follows (all bearings are grid bearings and all distances are grid distances, with an average combined factor of 0.99983930):

## **Conservation Easement Area D:**

BEGINNING AT A 5/8" REBAR SET WITH A CE CAP (CORNER 3), said rebar being in the common line of Deed Book 1002, Page 21 and Deed Book 4565, Page 299, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 572641.04 feet and Easting: 1309018.82 feet;

Thence leaving the aforementioned common line and with the conservation easement area N 83°47'41" E, crossing a fence, a distance of 619.81 feet to a 5/8" rebar set with a CE cap (Corner 4), said rebar being in the western line of a 68 foot wide right of way and easement of Duke Energy Carolinas;

Thence with the aforesaid right of way line and continuing with the conservation easement area S 38°01'17" E, crossing a fence, a distance of 123.00 feet to an unmarked point, said point being in the common line of Deed Book 1002, Page 21 and Deed Book 5103, Page 2165 (Tract 3), and being in the center of Long Creek;

Thence leaving the aforementioned right of way line, with the aforesaid common line, up and with the center of Long Creek as it meanders, and continuing with the conservation easement area the following (2) courses and distances:

- (1) S 77°53'12" W a distance of 124.57 feet to an unmarked point;



- (2) S 80°37'05" W a distance of 30.51 feet to an unmarked point, said point being at the centerline intersection of Long Creek and a second creek flowing into Long Creek from the southwest, and being at the common corner of Deed Book 1002, Page 21, Deed Book 5103, Page 2165 (Tract 3) and Deed Book 4565, Page 299;

Thence leaving the aforementioned common line, with the common line of Deed Book 1002, Page 21 and Deed Book 4565, Page 299, continuing with Long Creek, and continuing with the conservation easement area the following (15) courses and distances:

- (1) S 80°37'05" W a distance of 32.45 feet to an unmarked point;
- (2) N 66°00'34" W a distance of 47.82 feet to an unmarked point;
- (3) N 83°59'14" W a distance of 24.30 feet to an unmarked point;
- (4) S 63°02'49" W a distance of 40.69 feet to an unmarked point;
- (5) S 78°43'22" W a distance of 37.87 feet to an unmarked point;
- (6) S 67°01'10" W a distance of 18.97 feet to an unmarked point;
- (7) S 26°59'41" W a distance of 45.91 feet to an unmarked point;
- (8) S 82°17'21" W a distance of 22.81 feet to an unmarked point;
- (9) N 77°32'18" W a distance of 83.28 feet to an unmarked point;
- (10) N 40°41'17" W a distance of 39.60 feet to an unmarked point;
- (11) N 78°19'05" W a distance of 17.28 feet to an unmarked point;
- (12) S 54°04'15" W a distance of 38.01 feet to an unmarked point;
- (13) S 85°54'07" W a distance of 25.56 feet to an unmarked point;
- (14) S 60°22'01" W a distance of 47.02 feet to an unmarked point;
- (15) N 83°11'58" W a distance of 24.64 feet to an unmarked point;

Thence continuing with the aforesaid common line, leaving Long Creek, and continuing with the conservation easement area the following (2) courses and distances:

- (1) N 27°43'48" W a distance of 24.42 feet to an existing 1/2" rebar, said rebar being at a fence corner;
- (2) N 27°43'48" W, generally southwest of the fence, a distance of 104.94 feet to the TRUE POINT OF BEGINNING;

**Being all of that area of land in Conservation Easement Area D containing a total of 1.68 Acres, being the same more or less.**

Being all of a conservation easement area containing a total of **1.68 Acres**, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for The State of North Carolina, Division of Mitigation Services, "Cannonball", SPO File No. 36-LA-132, DMS Site ID No. 100644", on the property of Denise N. J. Phillips and Michael S. Jenkins, dated 10/22/24, Job# 2303023-CE. This description of land was prepared from an actual survey and shown on the aforesaid plat by Kee Mapping and Surveying, PA (License # C-3039) between the dates of 03/20/23 – 04/04/24 and under the supervision of Drew Van Duinkerken, NC PLS (License # L-5010) and shown on a plat of survey as recorded in Plat Book 106, Pages 61 through 65 of the Gaston County Register of Deeds, to which reference should be made for a more complete description.

**BK 5524 PG 687 - 701**

**STATE OF NORTH CAROLINA**

**DEED OF CONSERVATION EASEMENT  
AND RIGHT OF ACCESS PROVIDED  
PURSUANT TO  
FULL DELIVERY  
MITIGATION CONTRACT**

**GASTON COUNTY**

**SPO File Number: 36-LA-133  
DMS Project Number: 100644**

**Revenue Stamps: \$ 159.00**

Prepared by: Office of the Attorney General  
Property Control Section  
Return to: NC Department of Administration  
State Property Office  
1321 Mail Service Center  
Raleigh, NC 27699-1321

**THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS**, made this 11<sup>th</sup> day of December, 2024, **Harlan Alan Haynes, Unmarried, ("Grantor")**, whose mailing address is 323 Old Mill Road, Bessemer City, NC 28016, to the State of North Carolina, **("Grantee")**, whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, employees, agents, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly known as the Department of Environment and Natural Resources) for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

**WHEREAS**, this Conservation Easement from Grantor to Grantee has been negotiated, arranged, and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation and/or nutrient offset pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number **416886181-01**.

**WHEREAS**, the State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

**WHEREAS**, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; and

**WHEREAS**, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003, which recognized that the Wetlands Restoration Program was to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

**WHEREAS**, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Ecosystem Enhancement Program with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

**WHEREAS**, the authority for the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8<sup>th</sup> day of February 2000; and

**WHEREAS**, the Division of Mitigation Services in the Department of Environmental Quality and the State Property Office of the Department of Administration have jointly approved acceptance of this instrument; and

**WHEREAS**, Grantor owns in fee simple certain real property situated, lying, and being in Crowders Mountain Township, Gaston County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 15.71 acres and being conveyed to the Grantor by deed recorded in **Deed Book 5103 at Page 2165** and in **Deed Book 5131 at Page 671** of the Gaston County Registry, North Carolina; and

**WHEREAS**, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of Long Creek which drains to the South Fork of the Catawba River.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee forever and in perpetuity, a Conservation Easement and Right of Access over and upon the Property or such portion(s) thereof described below.

The Conservation Easement Area consists of the following:

Conservation Easement Area E containing a total of **2.47 acres** as shown on the plat of survey entitled "A Conservation Easement Survey For The State of North Carolina, Division of Mitigation Services, "Cannonball", SPO File No. 36-LA-133, DMS Site ID No. 100644", on the Property of Harlan A. Haynes, dated 10/22/24 by Drew Van Duinkerken PLS Number L-5010 (Kee Mapping and Surveying, PA) and recorded in the Gaston County, North Carolina Register of Deeds at **Plat Book 106, Pages 61 through 65**.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Conservation Easement Area" or "Easement Area"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

#### **I. DURATION OF EASEMENT**

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual, and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

#### **II. ACCESS EASEMENT**

Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein

("Access Easement"). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

### **III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES**

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited actions on the Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee or its employees, contractors, agents, successors, and assigns. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

**A. Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.

**B. Motorized Vehicle Use.** Motorized vehicle use in the Conservation Easement Area is prohibited except within a crossing area(s) or road or trail as shown on the recorded survey plat. This provision shall also apply to the use of any equine species.

**C. Educational Uses.** The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the Property shall not alter vegetation, hydrology, or topography within the Conservation Easement Area.

**D. Damage to Vegetation.** Except within crossing area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

**E. Agricultural and Silvicultural Use.** All agricultural and silvicultural uses are prohibited within the Conservation Easement Area including, but not limited to, any use for cropland, orchards, waste lagoons, timber harvesting or pastureland. Direct application of pesticides and/or agricultural waste within the Conservation Easement Area is prohibited. The Grantor shall be solely responsible for the protection of the Conservation Easement Area from intrusion by livestock and shall be solely responsible for the installation and maintenance of any livestock

exclusion measures (e.g. fencing) in accordance with the terms and conditions of this Conservation Easement outside of the Conservation Easement Area for so long as there are livestock on the Property adjacent to the Conservation Easement Area.

**F. Structures.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area. All previously existing buildings, facilities, utilities, ponds, dams, stormwater conveyances, wells, mines, and other structures within the Conservation Easement Area shall be shown on the recorded survey plat. Any such structures not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or replaced.

**G. Roads and Trails.** There shall be no construction or maintenance of new roads, trails, walkways, paving, or other infrastructure in the Conservation Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Easement Area for purposes consistent with this Conservation Easement. Existing roads, trails, or paths may be maintained with loose gravel or vegetation to stabilize or cover the surfaces.

All previously existing roads, trails, bridges, crossings, and other infrastructure within the Conservation Easement Area shall be shown on the recorded survey plat. Any such infrastructure not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or renewed.

**H. Signs.** No signs shall be permitted in the Conservation Easement Area except boundary signs, interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.

**I. Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.

**J. Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing, removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

**K. Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns are allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use pesticides or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

**L. Subdivision and Conveyance.** Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Conservation Easement Area portion of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

**M. Development Rights.** All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

**N. Disturbance of Natural Features.** Any change, disturbance, alteration, or impairment of the natural features of the Conservation Easement Area or any intentional introduction of non-native plants, trees, and/or animal species by Grantor is prohibited. Any introduction of livestock to the Conservation Easement Area by the Grantor is expressly prohibited. Any introduction of native plants, trees, and animal species consistent with the purposes of this Conservation Easement shall be done in accordance with prior written approval by the Division of Mitigation Services or any subsequent entity designated to steward the Conservation Easement by the Division of Mitigation Services.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Grantee entity designated to steward the Conservation Easement by the Division of Mitigation Services.

#### **IV. GRANTEE RESERVED USES**

**A. Right of Access, Construction, and Inspection.** The Grantee shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

**B. Restoration Activities.** These activities include, but are not limited to, the planting of trees, shrubs and herbaceous vegetation, installation of monitoring gauges, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow.

**C. Research and Educational Activities.** The Grantee shall be permitted to enter, inspect, observe, and study the Conservation Easement Area for the purpose of conducting reasonable educational and scientific research activities related to the condition of the Conservation Easement Area and the protected resources therein. These activities include but are not limited to the installation of monitoring equipment, the creation of monitoring zones, and the performance of surveys, geotechnical investigations, and biological studies. Any parties other than the Grantee, its employees and agents, successors or assigns, desiring to conduct such activities must obtain written permission from both the Grantor and the Grantee in advance and be consistent with the



intent of the mitigation project.

**D. Signs.** The Grantee shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement Area, or identify the project boundaries and the holder of the Conservation Easement.

**E. Fences.** If livestock is maintained on the Property, the Grantor is required to restrict livestock access to the Conservation Easement Area. If the Grantor fails to restrict livestock access to the Conservation Easement Area, Grantee reserves the right to repair or install livestock exclusion devices (i.e., fences) within the Conservation Area at its sole discretion and to recover the cost of such installation or repairs from Grantor. In such cases, Grantor must provide access to Grantee to make such installation and repairs. Grantee shall have no responsibility to repair or maintain any fences installed under this provision.

**F. Crossing Area(s).** Grantee is not responsible for the maintenance of crossing area(s), however, the Grantee after the appropriate notice required under this Conservation Easement, reserves the right to repair crossing area(s) at its sole discretion and to recover the cost of such repairs from Grantor if such repairs are needed as a result of activities of the Grantor. In such cases, the Grantor must provide access to the Grantee to make repairs.

## **V. ENFORCEMENT AND REMEDIES**

**A. Enforcement.** To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to the Grantee in connection with this Conservation Easement.

**B. Inspection.** The Grantee has the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions, and restrictions of this Conservation Easement.

Easement. Notice for purposes of this subsection may be accomplished by registered or certified mail, regular postal mail (i.e., postcard or letter), electronic mail ("email"), or by personal contact with the Grantor (i.e., phone or in-person).

**C. Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.

**D. Costs of Enforcement.** Beyond regular and typical monitoring expenses, any costs incurred by Grantee to enforce the terms of this Conservation Easement against Grantor or to protect Grantee's rights and interests in and to the Conservation Easement and Access Easement, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement and any legal expenses or court costs, including reasonable attorney's fees, shall be borne by Grantor.

**E. No Waiver.** Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

## **VI. MISCELLANEOUS**

**A.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

**B.** Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property is the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations, and permits that may apply to the exercise of the Reserved Rights.

**C.** Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

D. Grantor agrees that any subsequent lease, deed, or other legal instruments by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

E. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall be binding on any successor owners.

F. This Conservation Easement and Right of Access may be amended, but only in a writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. In accordance with 33 CFR 332.7(a)(3), the owner of the Property shall notify the State Property Office, the U.S. Army Corps of Engineers, and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property which includes the Conservation Easement Area, any request to void or modify this Conservation Easement, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

NC State Property Office  
1321 Mail Service Center  
Raleigh, NC 27699-1321

and

Division Engineer  
US Army Corps of Engineers  
69 Darlington Avenue  
Wilmington, NC 28403

and

Division of Mitigation Services  
1652 Mail Service Center  
Raleigh, NC 27699-1652

G. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq., § 143-214.12(a1) and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

## VII. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area.

NC DMS Full Delivery Conservation Easement Template AG reviewed 27 October 2023

Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area,

**TO HAVE AND TO HOLD**, the said rights and easements perpetually unto the Grantee for the aforesaid purposes,

**AND** Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

*[signature to follow]*

IN TESTIMONY, WHEREOF, the Grantor has hereunto set its hand and seal, the day and year first above written.

Harlan Alan Haynes (SEAL)  
Harlan Alan Haynes

NORTH CAROLINA  
COUNTY OF Gaston

I, Benjamin McGuire, a Notary Public in and for the County and State aforesaid, do hereby certify that **Harlan Alan Haynes**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

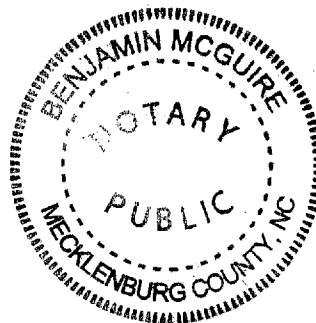
IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 11<sup>th</sup> day of December, 2024

Benjamin McGuire  
Notary Public

My commission expires:

4-11-27

(Official Stamp or Seal)



# Exhibit A

*A Conservation Easement for  
The State of North Carolina,  
Division of Mitigation Services  
"Cannonball Site"*

*Property of:  
Harlan A. Haynes*

**SPO FILE NO. 36-LA-133 DMS SITE ID NO. 100644**

The following conservation easement area is located off of Ramseur Road, SR 1405, within the Crowders Mountain Township, Gaston County, North Carolina, and being on a portion of that property conveyed to Harlan A. Haynes through Deed Book 5103, Page 2165 (Tract 3) and Deed Book 5131, Page 671 (Tract 3) of the Gaston County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), and being more particularly described as follows (all bearings are grid bearings and all distances are grid distances, with an average combined factor of 0.99983930):

## **Conservation Easement Area E:**

BEGINNING AT A 5/8" REBAR SET WITH A CE CAP (CORNER 6), said rebar being in the common line of Deed Book 5103, Page 2165 (Tract 3) and Deed Book 1002, Page 21, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 572521.36 feet and Easting: 1309753.14 feet;

Thence leaving the aforementioned common line and with the conservation easement area the following (3) courses and distances:

- (1) S 74°37'28" W, crossing a fence, crossing a creek flowing northeast, a distance of 214.60 feet to a 5/8" rebar set with a CE cap (Corner 7);
- (2) S 40°59'03" W a distance of 639.91 feet to a 5/8" rebar set with a CE cap (Corner 8);
- (3) S 26°15'32" W, crossing a fence, crossing a creek flowing northwest, a distance of 722.34 feet to a 5/8" rebar set with a CE cap (Corner 9), said rebar being in the common line of Deed Book 5103, Page 2165 (Tract 3) and Deed Book 5103, Page 2165 (Tract 2);

Thence with the aforesaid common line and continuing with the conservation easement area S 77°12'22" W a distance of 40.53 feet to a 5/8" rebar set with a CE cap (Corner 10), said rebar being in a fence bearing northeast and southwest, and being in the northern line of a 50 foot wide right of way and easement of Dominion Energy as described in Deed Book 920, Page 69;

Thence leaving the aforementioned common line, with the aforesaid right of way line, and continuing with the conservation easement area N 67°48'07" W a distance of 25.62 feet to an unmarked point, said point being in the center of a creek, and being in the common line of Deed Book 5103, Page 2165 (Tract 3) and Deed Book 4565, Page 299;

Thence with the aforesaid common line, down and with the center of the creek as it meanders, and continuing with the conservation easement area the following (40) courses and distances:

- (1) N 43°53'52" E a distance of 19.88 feet to an unmarked point;
- (2) N 32°49'37" E a distance of 30.44 feet to an unmarked point;
- (3) N 02°52'12" E a distance of 50.77 feet to an unmarked point;
- (4) N 37°43'35" E a distance of 37.78 feet to an unmarked point;
- (5) N 24°51'16" E a distance of 105.93 feet to an unmarked point;
- (6) N 45°46'56" E a distance of 29.83 feet to an unmarked point;
- (7) N 31°11'01" E a distance of 16.87 feet to an unmarked point;
- (8) N 00°25'29" W a distance of 37.96 feet to an unmarked point;
- (9) N 36°53'15" E a distance of 44.99 feet to an unmarked point;
- (10) N 14°14'44" E a distance of 19.43 feet to an unmarked point;
- (11) N 26°09'41" E a distance of 34.46 feet to an unmarked point;
- (12) N 18°43'31" E a distance of 42.34 feet to an unmarked point;
- (13) N 36°37'48" E a distance of 18.01 feet to an unmarked point;
- (14) N 55°46'05" E a distance of 20.00 feet to an unmarked point;
- (15) N 31°39'51" E a distance of 21.14 feet to an unmarked point;
- (16) N 01°47'19" E a distance of 33.98 feet to an unmarked point;
- (17) N 37°19'48" E a distance of 42.96 feet to an unmarked point;
- (18) N 21°53'59" E a distance of 79.25 feet to an unmarked point;
- (19) N 24°38'40" E a distance of 44.73 feet to an unmarked point;
- (20) N 42°33'55" E, passing the confluence of a creek flowing in from the southeast, a distance of 26.81 feet to an unmarked point;
- (21) N 31°03'49" E a distance of 41.25 feet to an unmarked point;
- (22) N 44°45'45" E a distance of 33.90 feet to an unmarked point;
- (23) N 37°55'04" E a distance of 35.18 feet to an unmarked point;

- (24) N 80°07'30" E a distance of 18.99 feet to an unmarked point;
- (25) N 41°30'54" E a distance of 18.30 feet to an unmarked point;
- (26) N 13°16'13" E a distance of 37.59 feet to an unmarked point;
- (27) N 65°12'30" E a distance of 46.08 feet to an unmarked point;
- (28) N 14°22'41" E a distance of 42.49 feet to an unmarked point;
- (29) N 39°56'24" E a distance of 46.55 feet to an unmarked point;
- (30) N 53°02'09" E a distance of 33.67 feet to an unmarked point;
- (31) N 37°22'02" E a distance of 85.16 feet to an unmarked point;
- (32) N 51°42'58" E a distance of 43.42 feet to an unmarked point;
- (33) N 36°53'14" E a distance of 50.02 feet to an unmarked point;
- (34) N 49°59'08" E a distance of 45.01 feet to an unmarked point;
- (35) N 24°13'36" E a distance of 39.03 feet to an unmarked point;
- (36) N 59°28'31" E a distance of 20.37 feet to an unmarked point;
- (37) N 46°23'55" E a distance of 20.59 feet to an unmarked point;
- (38) N 24°47'03" E a distance of 35.60 feet to an unmarked point;
- (39) N 51°03'09" E a distance of 55.92 feet to an unmarked point;
- (40) N 28°52'13" E a distance of 41.18 feet to an unmarked point, said point being at the centerline intersection of the creek and Long Creek, and being at the common corner of Deed Book 5103, Page 2165 (Tract 3), Deed Book 4565, Page 299 and Deed Book 1002, Page 21;

Thence leaving the aforementioned common line, with the common line of Deed Book 5103, Page 2165 (Tract 3) and Deed Book 1002, Page 21, down and with the center of Long Creek as it meanders, and continuing with the conservation easement area the following (2) courses and distances:

- (1) N 80°37'05" E a distance of 30.51 feet to an unmarked point;
- (2) N 77°53'12" E a distance of 124.57 feet to an unmarked point, said point being in the western line of a 68 foot wide right of way and easement of Duke Energy Carolinas;

Thence leaving the aforesaid common line, with the aforesaid right of way line, crossing a creek flowing into Long Creek from the southwest, crossing a fence, and continuing with the conservation easement area



S 38°01'17" E a distance of 62.64 feet to a 5/8" rebar set with a CE cap (Corner 5), said rebar being in the common line of Deed Book 5103, Page 2165 (Tract 3) and Deed Book 1002, Page 21;

Thence leaving the aforementioned right of way line, with the aforesaid common line, and continuing with the conservation easement area S 05°21'58" E a distance of 40.62 feet to the TRUE POINT OF BEGINNING;

**Being all of that area of land in Conservation Easement Area E containing a total of 2.47 Acres, being the same more or less.**

Being all of a conservation easement area containing a total of **2.47 Acres**, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for The State of North Carolina, Division of Mitigation Services, "Cannonball", SPO File No. 36-LA-133, DMS Site ID No. 100644", on the property of Harlan A. Haynes, dated 10/22/24, Job# 2303023-CE. This description of land was prepared from an actual survey and shown on the aforesaid plat by Kee Mapping and Surveying, PA (License # C-3039) between the dates of 03/20/23 – 04/04/24 and under the supervision of Drew Van Duinkerken, NC PLS (License # L-5010) and shown on a plat of survey as recorded in Plat Book 106, Pages 61 through 65 of the Gaston County Register of Deeds, to which reference should be made for a more complete description.



WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, &  
SEAL THIS 6TH DAY OF NOVEMBER, 2024.



*R. P. Riddle*  
DREW VAN DUINKEREN PLS L-5010

# GASTON COUNTY, NORTH CAROLINA

THIS PLAT DOES NOT CREATE A SUBDIVISION OF PROPERTY. THE PURPOSE OF THIS SURVEY IS TO IDENTIFY THE CONSERVATION EASEMENT AREAS ONLY. NO TRANSFER OF PROPERTY IS TAKING PLACE.

*Alvin B. Bost*  
REVIEW OFFICER FOR  
GASTON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATE IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

*R. P. Riddle*  
REVIEW OFFICER DATE

I HEREBY CERTIFY THAT THIS SUBDIVISION OF LAND IS EXEMPT IN ACCORDANCE WITH CHAPTER 132(A) OF THE GASTON COUNTY UNIFIED DEVELOPMENT ORDINANCE, AND MAY BE RECORDED WITH THE GASTON COUNTY REGISTER OF DEEDS OFFICE.

*Jamie K. Kamboukos*  
ADMINISTRATOR DATE

**CERTIFICATE OF FLOODPLAIN ADMINISTRATOR APPROVAL**  
THIS PLAT HAS BEEN REVIEWED AND MEETS THE APPROVAL OF THE GASTON COUNTY FLOODPLAIN ADMINISTRATOR.  
SIGNED BY: *Cheryl M. H. H.* DATE: 11/6/24

GASTON COUNTY FLOODPLAIN ADMINISTRATOR

## CERTIFICATE OF OWNERSHIP AND DEDICATION

I/WE HEREBY CERTIFY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY AS SHOWN AND DESCRIBED HEREON. I/WE ALSO HEREBY ACCEPT AND ADOPT THIS RECORDED PLAT AND CONSERVATION EASEMENT WITH MY/OUR FREE CONSENT AND DEDICATE ALL EASEMENTS, RIGHT OF WAY AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED ON SAID PLAT.

*Robert L. Robinson, Jr.*  
DATE: 12-11-24

*Maude Robinson*  
DATE

NORTH CAROLINA  
GASTON COUNTY  
I, \_\_\_\_\_, REGISTER OF DEEDS, IN AND FOR THE AFORESAID COUNTY AND STATE HEREBY CERTIFY THIS TO BE A TRUE COPY OF DOCUMENT WHICH IS RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ WITNESS MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF 20\_\_\_\_.

BY: \_\_\_\_\_ ASSISTANT/DEPUTY

ADMINISTRATOR DATE

THIS PLAT IS LOCATED IN WHOLE OR IN PART OF A DESIGNATED SURFACE WATER SUPPLY WATERSHED AREA OF GASTON COUNTY OR THE MUNICIPALITIES FOR WHICH GASTON COUNTY ADMINISTERS WATERSHED REGULATIONS. THIS AREA IS DEFINED AS THE "CRITICAL PROTECTED AREA" AND NAMED AS LONG CREEK. AND THIS AREA IS ACCURATELY DEPICTED.

*R. P. Riddle*  
DATE: 11/6/24

I CERTIFY THAT THE PLAT SHOWN HEREON COMPLIES WITH THE WATERSHED PROTECTION REGULATIONS AND IS APPROVED BY THE WATERSHED ADMINISTRATOR FOR RECORDING IN THE GASTON COUNTY REGISTER OF DEEDS OFFICE.

*Cheryl M. H. H.*  
DATE: 12/1/24  
WATERSHED ADMINISTRATOR

NOTICE: THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED DEVELOPMENT RESTRICTIONS MAY APPLY.

5/8" RBR  
N 573217.06  
E 1308104.32  
CF 0.9987764

CLINTON R. RIDDLE  
PIN: 3507-65-0671  
PARCEL# 30304  
DB 5131 PG. 1081

Doc ID: 00270620001 Type: CAP  
Recorded: 10/13/2024 at 10:41:00 PM  
File Art: 001-00 Page 1 of 1  
Gaston, NC  
Register of Deed  
#106 #62

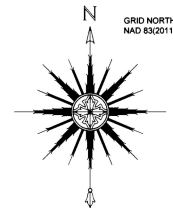
ROBERT L. ROBINSON, JR. &  
MAUDIE ROBINSON  
PIN: 3507-73-3579  
PARCEL# 305545  
PORTION OF DB: 1078 PG. 103

DENISE N. J. PHILLIPS  
MICHAEL S. JENKINS  
PIN: 3507-03-4781  
PARCEL# 164147  
ESTATE FILE 20210543  
REFERENCE DB 1002 PG. 21

PLANTED STONE  
(1) POB  
N 573104.84  
E 1308201.03  
CF 0.9983944

GLENN S. FLOWERS  
PIN: 3507-73-2082  
PARCEL# 190701  
DB 4565 PG. 398

GLENN S. FLOWERS  
PIN: 3507-73-2082  
PARCEL# 190701  
DB 4565 PG. 398



## LEGEND

- EXISTING IRON PIN (AS NOTED)
- SET 5/8" REBAR W/ CE CAP (SEE NOTE #1)
- ⊙ SET 5/8" REBAR W/ "KEE" CAP
- ◇ EXISTING PLANTED STONE
- (X) CE CORNER NUMBER
- CONSERVATION EASEMENT (CE)
- STREAM/WATER
- ASPHALT
- SOL ROAD
- CONSERVATION EASEMENT (CE)
- ADJOINING EASEMENT AREA
- BOUNDARY LINE
- BOUNDARY LINE NOT SURVEYED
- ADJOINING DEED LINES
- FENCE
- SPECIAL FLOOD HAZARD AREA
- PLAT BOOK
- DEED BOOK
- PAIS
- REBAR
- REBAR WITH ID CAP
- POINT OF BEGINNING
- IRON PIPE
- NORTH AMERICAN DATUM '1983
- STATE PLANE COORDINATES
- COMBINED FACTOR

UNOFFICIAL

ROBERT L. ROBINSON, JR. &  
MAUDIE ROBINSON  
PIN: 3507-73-3579  
PARCEL# 305545  
PORTION OF DB: 1078 PG. 103

TOTAL CONSERVATION  
EASEMENT AREA  
11.25 ACRES  
AREA A: 9.05 ACRES  
AREA B: 2.20 ACRES



## CONSERVATION EASEMENT CORNER-NC DMS CAP (TYPICAL)

CONSERVATION EASEMENT CORNER	NORTHING	EASTING
1	575170.84	1308301.03
23	575200.01	1307220.47
24	575181.84	1307250.54
25	572881.25	1307686.74
26	572824.26	1308025.17
27	575200.85	1308110.05
28	573241.96	1307686.51
29	573392.07	1307353.62
30	573363.36	1307090.57
31	573579.52	1307080.38
32	573601.26	1307841.85
33	573512.48	1308052.55

## SURVEYOR'S NOTES:

- ALL DISTANCES AND COORDINATES (NAD83 2011) ARE GRID MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN GROUND MEASUREMENTS THE GRID TO GROUND BE DIVIDED BY THE AVERAGE COMBINED FACTOR SHOWN HEREON.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON GRID MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAY AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- GASTON COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- BY GRAPHIC DETERMINATION, A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) ZONE AS DETERMINED BY THE FIRM MAP# 3710330700J & 3710331700J DATED 09/28/2007.
- GRANTOR HEREBY GRANTS AND CONVEYS UNTO GRANTEE A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE PROPERTY AT ALL REASONABLE TIMES AND AT SUCH LOCATION AS PRACTICALLY NECESSARY TO ACCESS THE CONSERVATION EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN ("ACCESS EASEMENT"). THIS GRANT OF EASEMENT SHALL NOT VEST ANY RIGHTS IN THE PUBLIC AND SHALL NOT BE CONSTRUED AS A PUBLIC DEDICATION OF THE ACCESS EASEMENT. GRANTOR COVENANTS REPRESENTS AND WARRANTS THAT IT IS THE SOLE OWNER OF AND IS SEIZED OF THE PROPERTY IN FEE SIMPLE AND HAS THE RIGHT TO GRANT AND CONVEY THIS ACCESS EASEMENT.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES. THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4849 BEFORE DIGGING.
- THIS PROPERTY IS LOCATED IN A DESIGNATED SURFACE WATER SUPPLY WATERSHED AREA OF GASTON COUNTY OR THE MUNICIPALITIES FOR WHICH GASTON COUNTY ADMINISTERS WATERSHED REGULATIONS.
- ALL EXISTING FENCES AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 03/23/23-04/04/24.
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3 1/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO #69501 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.

## SHEET #2 OF 5

A CONSERVATION EASEMENT SURVEY FOR:  
THE STATE OF NORTH CAROLINA  
DIVISION OF MITIGATION SERVICES  
"CANNONBALL"

SPO FILE NO. 36-LA-130 DMS SITE ID NO. 100644

PARCEL IDENTIFIER NUMBER: 3507-73-3579

CURRENT OWNERS LISTED AS:

ROBERT L. ROBINSON, JR. & MAUDIE ROBINSON

SITE & MAILING ADDRESS: 537 OLD MILL ROAD, BESSEMER CITY, NC 28016

CHERRYVILLE TOWNSHIP, GASTON COUNTY, NORTH CAROLINA

SURVEY BY: G.D.B.S.B.M.K.P. DRAWN BY: N.H. CHECKED BY: J.A.

SURVEY DATE: 10/22/24 JOB #2303033-CE

REVISION SIGN WATERHED STATEMENT DATE: 11/26/24

0' 80' 160' 240'

ONE INCH = EIGHTY FEET

SHEET SIZE: 24"x36"

SCALE: 1"=80'



P.O. Box 2566  
Asheville, NC 28802  
(828) 575-9021  
www.keemap.com  
License # C-3039

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, &  
SEAL THIS 6TH DAY OF NOVEMBER, 2024.



DREW VAN DORCKENKENS PLS L-5010



GRID NORTH  
NAD 83(2011)

ROBERT L. ROBINSON, JR. &  
MAUDE ROBINSON  
PARCELS 156701  
PARCELS 156545  
PORTION OF DB 1018 PG 103

CE AREA B  
SEE SHEET 2

GLENN S. FLOWERS  
PIN 3507-72-0282  
PARCELS 156701  
DB 4565 PG 299

#### SURVYOR'S NOTES

- ALL DISTANCES AND COORDINATES (NAD83 2011) ARE GRID MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE DIVIDED BY THE AVERAGE CORNER FACTOR SHOWN HEREON.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON CORNER MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAY, AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- GASTON COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- BY GRAPHIC DETERMINATION, A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) ZONE AE AS DETERMINED BY THE FIRM MAPS 37103507003 & 37103507000 DATED 08/28/2007.
- GRANTOR HEREBY GRANTS AND CONVEYS UNTO GRANTEE A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE PROPERTY AT ALL REASONABLE TIMES AND AT SUCH LOCATION AS PRACTICALLY NECESSARY TO ACCESS THE CONSERVATION EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN ("ACCESS EASEMENT"). THIS GRANT OF EASEMENT SHALL NOT VEST ANY RIGHTS IN THE PUBLIC AND SHALL NOT BE CONSTRUED AS A PUBLIC EASEMENT. THE GRANTOR WARRANTS THAT IT IS THE SOLE OWNER OF AND IS SEIZED OF THE PROPERTY IN FEE SIMPLE AND HAS THE RIGHT TO GRANT AND CONVEY THIS ACCESS EASEMENT.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES, THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT BUT NOT SHOWN BEFORE DIGGING.
- THIS PROPERTY IS LOCATED IN A DESIGNATED SURFACE WATER SUPPLY WATERSHED AREA OF GASTON COUNTY OR THE MUNICIPALITIES FOR WHICH GASTON COUNTY ADMINISTERS WATERSHED REGULATIONS.
- ALL EXISTING FENCES AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREA ARE TO BE REMOVED.
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 03/03/2024-04/04/24.
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 5 1/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO. 2025007 DB EQUIVARIANT AND STATIONED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.
- IF THE EXISTING DRAINAGE CHANNELS ARE FULLED AND RELOCATED IN THE LOCATIONS WHERE THE BOUNDARY LINE IS LOCATED, THE BOUNDARY LINE WILL NOT CHANGE TO THE NEW LOCATION OF THE DRAINAGE CHANNELS AND WILL REMAIN AS SHOWN HEREON.

TOTAL CONSERVATION  
EASEMENT AREA  
CE AREA C: 32.22 ACRES



CONSERVATION EASEMENT CORNER			
COORDINATE	NORTHING	EASTING	UTM ZONE
1	571710.00	150630.00	18Q UTM
2	571710.00	150630.00	18Q UTM
3	571710.00	150630.00	18Q UTM
4	571710.00	150630.00	18Q UTM
5	571710.00	150630.00	18Q UTM
6	571710.00	150630.00	18Q UTM
7	571710.00	150630.00	18Q UTM
8	571710.00	150630.00	18Q UTM
9	571710.00	150630.00	18Q UTM
10	571710.00	150630.00	18Q UTM
11	571710.00	150630.00	18Q UTM
12	571710.00	150630.00	18Q UTM
13	571710.00	150630.00	18Q UTM
14	571710.00	150630.00	18Q UTM
15	571710.00	150630.00	18Q UTM
16	571710.00	150630.00	18Q UTM
17	571710.00	150630.00	18Q UTM
18	571710.00	150630.00	18Q UTM
19	571710.00	150630.00	18Q UTM
20	571710.00	150630.00	18Q UTM
21	571710.00	150630.00	18Q UTM
22	571710.00	150630.00	18Q UTM
23	571710.00	150630.00	18Q UTM
24	571710.00	150630.00	18Q UTM
25	571710.00	150630.00	18Q UTM

PLANTED STONE  
(1) FOR  
N 571710.00  
E 150630.00  
CP 0.00000004

DOMINION ENERGY  
R/W WIDTH 40'  
PER DB 800 PG 69

PLANTED STONE  
(1) FOR  
N 571710.00  
E 150630.00  
CP 0.00000004

UNOFFICIAL

Doc ID: 020196850003 Title: 02-14-24  
Doc Date: 12/11/2024 at 01:42:14 PM  
Fee Amt: \$211.00 Page 1 of 1  
020196850003 NC Certificate Register of Deeds  
#106 #63

#### CERTIFICATE OF OWNERSHIP AND DEDICATION

I/WE HEREBY CERTIFY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY AS SHOWN AND DESCRIBED HEREON. I/WE ALSO HEREBY ACCEPT AND ADOPT THIS RECORD PLAT AND ANY CONSERVATION EASEMENT WITH MY/OUR FREE CONSENT AND DEDICATE ALL EASEMENTS, RIGHT OF WAY AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED ON SAID PLAT.  
GLENN S. FLOWERS DATE 12/11/24

#### GASTON COUNTY, NORTH CAROLINA

THIS PLAT DOES NOT CREATE A SUBDIVISION OF PROPERTY. THE PURPOSE OF THIS SURVEY IS TO IDENTIFY THE CONSERVATION EASEMENT AREAS ONLY. NO TRANSFER OF DEEDS OR INTERESTS IS TAKING PLACE.  
REVIEW OFFICER FOR GASTON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS DECLARATION IS APPLIED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
DATE 12/11/24

REVIEW OFFICER  
DATE 12/11/24

I HEREBY CERTIFY THAT THIS SUBDIVISION OF LAND IS EXEMPT IN ACCORDANCE WITH CHAPTER 13.2(A) OF THE GASTON COUNTY UNIFIED DEVELOPMENT ORDINANCE, AND MAY BE RECORDED WITH THE GASTON COUNTY REGISTER OF DEEDS OFFICE.

CERTIFICATE OF FLOODPLAIN ADMINISTRATOR APPROVAL  
THIS PLAT HAS BEEN REVIEWED AND MEETS THE APPROVAL OF THE GASTON COUNTY FLOODPLAIN ADMINISTRATOR.  
SIGNED: J. M. S. DATE 12/11/24

GASTON COUNTY FLOODPLAIN ADMINISTRATOR

DUKE ENERGY CAROLINAS  
(EASEMENT WIDTH BE AS PER DUKE ENERGY)

1/2" IP  
OLD PROPERTY CORNER  
PER DB 5103 PG 2165 (TRACT 3)

NOTICE: THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATERSHED. WATERSHED-RELATED RESTRICTIONS MAY APPLY.

DENISE N. J. PHILLIPS  
MICHAEL S. JENNINGS  
PIN 3507-05-0781  
PARCELS 156147  
ESTATE FILE 2019E843  
REFERENCE: DB 1002 PG 21

1/2" IP  
IN STONE FILE  
N 571710.00  
E 150630.00  
CP 0.00000004

CHARLES H. LOVELAKE  
PIN 3507-02-7025  
PARCELS 151986  
DB 2576 PG 864

HARLAN A. HAYNES  
PIN 3507-01-0886  
PARCELS 151986  
DB 5103 PG 671 (TRACT 3)

SFHA (ZONE AE) PER FIRM MAP NO. 37103507003 & 37103507000

MAAG NAIL  
IN CENTER OF BR 1405  
N 571710.00  
E 150630.00  
CP 0.00000004

HARLAN A. HAYNES  
PIN 3507-01-0886  
PARCELS 151986  
DB 5103 PG 671 (TRACT 2)

LINE BEARING DISTANCE LINE BEARING DISTANCE

L1 S 83°11'58" E 24.64 L33 S 78°50'04" W 35.18

L2 N 80°22'01" E 47.02 L34 S 44°46'45" W 33.90

L3 N 85°54'07" E 25.96 L35 S 31°03'49" W 41.25

L4 N 54°04'10" E 38.01 L36 S 42°33'55" W 28.81

L5 S 78°19'05" E 17.28 L37 S 24°38'40" W 44.73

L6 S 40°41'17" E 39.07 L38 S 21°13'59" W 79.25

L7 S 77°32'18" E 83.26 L39 S 31°16'48" W 42.96

L8 N 82°17'21" E 22.81 L40 S 01°47'19" W 33.98

L9 N 26°56'41" E 45.91 L41 S 31°38'51" W 21.14

L10 N 67°10'10" E 18.97 L42 S 55°46'05" W 20.00

L11 N 78°43'22" E 37.87 L43 S 35°37'46" W 18.01

L12 N 65°02'48" E 40.89 L44 S 18°43'31" W 42.34

L13 S 83°59'14" E 24.30 L45 S 26°09'41" W 34.46

L14 S 86°00'34" E 47.82 L46 S 14°14'44" W 19.43

L15 N 80°37'05" E 32.45 L47 S 36°53'15" W 44.66

L16 S 28°52'13" W 41.16 L48 S 07°25'28" E 37.96

L17 S 51°03'09" W 55.62 L49 S 31°11'01" W 18.87

L18 S 24°47'03" W 35.60 L50 S 45°46'56" W 29.83

L19 S 48°23'55" W 20.59 L51 S 24°51'16" W 105.93

L20 S 59°28'31" W 20.37 L52 S 37°43'35" W 37.78

L21 S 24°13'38" W 39.09 L53 S 02°52'27" W 50.77

L22 S 49°19'08" W 45.01 L54 S 32°46'37" W 30.44

L23 S 36°53'14" W 50.02 L55 S 43°53'52" W 19.88

L24 S 51°42'58" W 43.42 L56 S 43°53'52" W 26.76

L25 S 37°22'02" W 85.16 L57 S 43°53'52" W 13.42

L26 S 53°02'09" W 33.67 L58 S 16°50'57" W 21.00

L27 S 39°56'24" W 46.55 L59 N 17°15'05" W 22.38

L28 S 14°22'41" W 42.49 L60 N 80°37'05" E 30.51

L29 S 65°12'30" W 40.08 L61 N 77°53'12" E 124.57

L30 S 13°16'15" W 37.59 L62 N 77°53'12" E 19.40

L31 S 41°33'54" W 18.30 L63 N 58°31'17" E 16.16

L32 S 80°07'30" W 18.99 L64 N 65°25'11" W 22.50

SHEET #3 OF 5  
A CONSERVATION EASEMENT SURVEY FOR  
THE STATE OF NORTH CAROLINA  
DIVISION OF MITIGATION SERVICES  
"CANNONBALL"  
SPO FILE NO. 36-LA-131 DMS SITE ID NO. 100644

PARCEL IDENTIFIER NUMBER: 3507-72-0282  
CURRENT OWNER LISTED AS:  
GLENN S. FLOWERS  
DEED REFERENCE: DB 4565 PG 299  
SITE ADDRESS: 1004 LEWIS FARM RD, KINGS MOUNTAIN, NC 28086  
MAILING ADDRESS: 1012 LEWIS FARM RD, KINGS MOUNTAIN, NC 28086  
CHROMERS MOUNTAIN TOWNSHIP, GASTON COUNTY, NORTH CAROLINA  
SURVEY BY: D0.CB.SB.BJUP DRAWN BY: NH CHECKED BY: J.L.  
SURVEY DATE: 10/22/24 JOB #2303023-CE  
REVISION SIGN WATERSHED STATEMENT DATE: 11/06/24

SHEET SIZE: 24"X36" SCALE: 1"=100'  
P.O. Box 2566  
Asheville, NC 28802  
(828) 576-0021  
www.keemap.com  
License # C-3039



WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, &  
SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ NOVEMBER, 2024.



DREW VAN DUREN, PLS L-5070  
DREW VAN DUREN, PLS L-5070

# GASTON COUNTY, NORTH CAROLINA

THIS PLAT DOES NOT CREATE A SUBDIVISION OF PROPERTY. THE PURPOSE OF THIS SURVEY IS TO IDENTIFY THE CONSERVATION EASEMENT AREAS ONLY. NO TRANSFER OF PROPERTY IS TAKING PLACE.

I, Ally W. Jenkins, REVIEW OFFICER FOR GASTON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER: Ally W. Jenkins DATE: 11/11/24

I HEREBY CERTIFY THAT THIS SUBDIVISION OF LAND IS EXEMPT IN ACCORDANCE WITH CHAPTER 133(A) OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA, AND MAY BE RECORDED WITH THE GASTON COUNTY REGISTER OF DEEDS OFFICE.

Jamie Kankar DATE: 12/11/24  
ADMINISTRATOR

CERTIFICATE OF FLOODPLAIN ADMINISTRATOR APPROVAL  
THIS PLAT HAS BEEN REVIEWED AND MEETS THE APPROVAL OF THE GASTON COUNTY FLOODPLAIN ADMINISTRATOR  
SIGNED AND DATED: 12/11/24  
GASTON COUNTY FLOODPLAIN ADMINISTRATOR

NORTH CAROLINA  
GASTON COUNTY

REGISTER OF DEEDS, IN AND FOR THE AFORESAID COUNTY AND STATE HEREBY CERTIFY THIS TO BE A TRUE COPY OF DOCUMENT WHICH IS RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ AND SEAL OF OFFICE DATE \_\_\_\_\_ DAY OF \_\_\_\_\_ REGISTER OF DEEDS

BY: \_\_\_\_\_ ASSISTANT/DEPUTY

ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

THIS PLAT IS LOCATED IN WHOLE OR IN PART OF A DESIGNATED SURFACE WATER SUPPLY WATERSHED AREA OF GASTON COUNTY OR THE JURISDICTIONS FOR WHICH GASTON COUNTY MANAGERIAL REGULATIONS, THIS AREA IS DEFINED AS THE \_\_\_\_\_ AND NAMED AS \_\_\_\_\_ AND THIS AREA IS ACCURATELY DEPICTED.

I, Denise N. J. Phillips DATE: 11/16/24  
SURVEYOR

I CERTIFY THAT THE PLAT SHOWN HEREON COMPLIES WITH THE WATERSHED PROTECTION REGULATIONS AND IS APPROVED BY THE WATERSHED ADMINISTRATOR FOR RECORDING IN THE GASTON COUNTY REGISTER OF DEEDS OFFICE.

DATE: 12/11/24 Denise N. J. Phillips  
DATE ADMINISTRATOR

NOTICE: THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED DEVELOPMENT RESTRICTIONS MAY APPLY.

DENISE N. J. PHILLIPS  
MICHAEL S. JENKINS  
PIN: 3507-93-6781  
PARCEL# 164147  
ESTATE FILE 2021E1943  
REFERENCE DB 1002 PG. 21

## CERTIFICATE OF OWNERSHIP AND EDUCATION

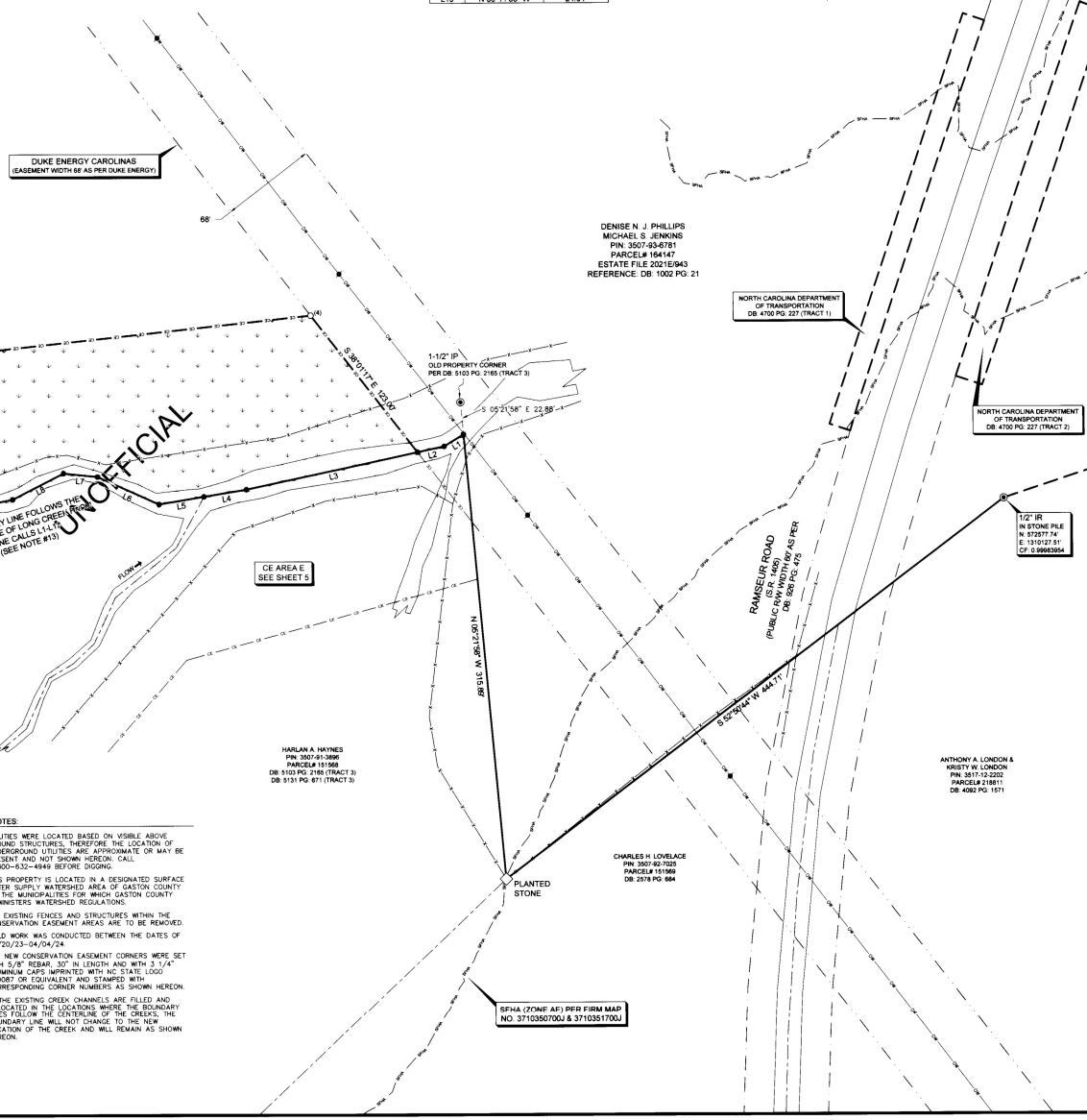
I/WE HEREBY CERTIFY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY AS SHOWN AND DESCRIBED HEREON. I/WE ALSO HEREBY ACCEPT AND ADOPT THIS RECORD PLAT AND CONSERVATION EASEMENT WITH MY/OUR FREE CONSENT AND DEDICATE ALL EASEMENTS, RIGHT OF WAYS AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED ON SAID PLAT.

Denise N. J. Phillips DATE: 12/16/24  
Michael S. Jenkins DATE: 12/16/24

DENISE N. J. PHILLIPS  
MICHAEL S. JENKINS

Doc ID: 102709640001 Time: 0:00  
Recorded: 12/11/2024 at 10:46:27 PM  
Fee Amt: \$21.00 Page 1 of 1  
158700, NC  
20240101, 11/11/2024 Register of Deeds  
#106 #64

LINE	BEARING	DISTANCE
L1	S 58°31'17" W	16.18'
L2	S 77°53'12" W	16.42'
L3	S 77°53'12" W	124.57'
L4	S 80°07'08" W	10.57'
L5	S 80°07'08" W	32.45'
L6	N 85°00'34" W	47.56'
L7	N 85°00'34" W	34.53'
L8	S 53°02'49" W	40.89'
L9	S 14°32'22" W	17.97'
L10	S 57°01'10" W	18.97'
L11	S 59°59'41" W	45.97'
L12	S 59°17'21" W	22.81'
L13	N 74°01'19" W	35.26'
L14	N 40°21'19" W	35.26'
L15	N 78°19'00" W	17.26'
L16	S 80°07'08" W	10.57'
L17	S 85°54'07" W	23.56'
L18	S 59°01'10" W	17.97'
L19	N 83°11'58" W	24.64'



DENISE N. J. PHILLIPS  
MICHAEL S. JENKINS  
PIN: 3507-93-6781  
PARCEL# 164147  
ESTATE FILE 2021E1943  
REFERENCE DB 1002 PG. 21

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION  
DB 4769 PG. 227 (TRACT 1)

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION  
DB 4769 PG. 227 (TRACT 2)

1/2" IR  
IN STONE PILE  
N 87°27'14"  
E 131°02'21"  
CP 0.9909354

RAMSEUR ROAD  
(PUBLIC WAY R 166)  
DB 388 PG. 145 PER  
DB 388 PG. 145

CHARLES H. LOVELOCE  
PIN: 3507-93-7029  
PARCEL# 151566  
DB 3719 PG. 684

HARLAN A. HAYNES  
PIN: 3507-93-3866  
PARCEL# 151566  
DB 381 PG. 216 (TRACT 3)  
DB 513 PG. 671 (TRACT 3)

ANTHONY A. LONDON &  
KRISTY W. LONDON  
PIN: 8117-13-2323  
PARCEL# 218811  
DB 4382 PG. 1571

PLANTED  
STONE (I)

5/8" RIB ID PIN  
N 97°24'14"  
E 130°01'18"  
CP 0.9906792

CE AREA C  
SEE SHEET 3

TOTAL CONSERVATION  
EASEMENT AREA  
AREA D: 1.68 ACRES



CONSERVATION EASEMENT  
CORNER NC DMS CAP (TYPICAL)

CONSERVATION EASEMENT CORNER	
#	EASTING
1	972641.04
2	1306018.82
3	972641.04
4	1306018.82

### SHEET #4 OF 5

A CONSERVATION EASEMENT SURVEY FOR:  
THE STATE OF NORTH CAROLINA  
DIVISION OF MITIGATION SERVICES  
"CANNONBALL"  
SPO FILE NO. 36-LA-132 DMS SITE ID NO. 100644

PARCEL IDENTIFIER NUMBER: 2007-93-6781

CURRENT OWNERS LISTED AS:

DENISE N. J. PHILLIPS & MICHAEL S. JENKINS

DEED REFERENCE: ESTATE FILE 2021E1943 (DB 1002 PG. 21)

SITE ADDRESS: 1207 RAMSEUR RD, BESSMER CITY, NC 28018

MAILING ADDRESS: 332 SETHROD CT, AUBURN, GA 30011

CHEERYVILLE TOWNSHIP, GASTON COUNTY, NORTH CAROLINA

SURVEY BY: D.C.B./S.B./J.P. DRAWN BY: N.H. CHECKED BY: J.L.

SURVEY DATE: 10/22/24 JOB #2303023-CE

REVISION SIGN WATERSHED STATEMENT DATE: 11/06/24

0' 40' 80' 120'

ONE INCH = ONE FOOT FEET

SHEET SIZE: 24"x36" SCALE: 1"=40'

P.O. Box 2566  
Asheville, NC 28802  
(828) 575-9021  
www.kee-map.com  
License # C-3039

MAPING & SURVING

- LEGEND:
- UNMARKED POINT
  - EXISTING IRON PIN (AS NOTED)
  - SET 5/8" REBAR W/ CE CAP (SEE NOTE #12)
  - ◆ EXISTING PLANTED STONE
  - UTILITY POLE
  - CE CORNER NUMBER
  - CONSERVATION EASEMENT (CE)
  - STREAM/WATER
  - ASPHALT
  - CONSERVATION EASEMENT (CE)
  - ADJOINING EASEMENT AREA
  - BOUNDARY LINE NOT SURVEYED
  - ADJOINING DEED LINES
  - FENCE
  - OVERHEAD WIRE
  - UTILITY RIGHT OF WAY (R/W) AS NOTED
  - RIGHT OF WAY (R/W)
  - SPECIAL FLOOD HAZARD AREA
  - TIE LINE ONLY
  - PLAT BOOK
  - DEED BOOK
  - PAGE
  - REBAR
  - REBAR WITH ID CAP
  - POINT OF BEGINNING
  - IRON PIPE
  - IRON ROD
  - NORTH AMERICAN DATUM 1983
  - STATE PLANE COORDINATES
  - COMBINED FACTOR

### SURVEYOR'S NOTES:

- ALL DISTANCES AND COORDINATES (NAD83 2011) ARE GRID MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE DIVIDED BY THE AVERAGE CORRECTION FACTOR SHOWN HEREON.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON GRID MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- GASTON COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- BY GRAPHIC DETERMINATION, A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) ZONE AE AS DETERMINED BY THE FIRM MAP# 3710350700 & 3710351700 DATED 09/28/2007.
- GRANTOR HEREBY GRANTS AND CONVEYS UNTO GRANTEE A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INTEREST AND EGRESS OVER AND UPON THE PROPERTY AT ALL REASONABLE TIMES AND AT SUCH LOCATION AS PRACTICALLY NECESSARY TO ACCESS THE CONSERVATION EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN ("ACCESS EASEMENT"). THIS GRANT OF EASEMENT SHALL NOT VEST ANY RIGHTS IN THE PUBLIC AND SHALL NOT BE CONSTRUED AS A PUBLIC DEDICATION OF THE ACCESS EASEMENT GRANTOR COVENANTS, REPRESENTS AND WARRANTIES THAT IT IS THE SOLE OWNER OF AND IS SEIZED OF THE PROPERTY IN FEE SIMPLE AND HAS THE RIGHT TO GRANT AND CONVEY THIS ACCESS EASEMENT.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES. THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-532-4699 BEFORE DIGGING.
- THIS PROPERTY IS LOCATED IN A DESIGNATED SURFACE WATER SUPPLY WATERSHED AREA OF GASTON COUNTY OR THE JURISDICTIONS FOR WHICH GASTON COUNTY ADMINISTRATORS WATERSHED REGULATIONS.
- ALL EXISTING FENCES AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 03/20/23-04/24/24.
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO, #88087 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.
- IF THE EXISTING CREEK CHANNELS ARE FILLED AND RELOCATED IN THE LOCATIONS WHERE THE BOUNDARY LINES FOLLOW THE CENTERLINE OF THE CREEKS, THE BOUNDARY LINE WILL NOT CHANGE TO THE NEW LOCATION OF THE CREEK AND WILL REMAIN AS SHOWN HEREON.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, &  
SEAL THIS 6TH DAY OF NOVEMBER 2024.



DREW VAN DUREN PLS L-5010

GASTON COUNTY, NORTH CAROLINA

THIS PLAT DOES NOT CREATE A SUBDIVISION OF PROPERTY. THE SURVEYOR HAS CONDUCTED A VISUAL SURVEY TO IDENTIFY THE CONSERVATION EASEMENT AREAS ONLY. NO TRANSFER OF INTEREST IS TAKING PLACE.

I, Drew Van Duren, REVIEW OFFICER FOR GASTON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE 11/14/24

I HEREBY CERTIFY THAT THIS SUBDIVISION OF LAND IS EXEMPT IN ACCORDANCE WITH CHAPTER 132(A) OF THE GASTON COUNTY LIMITED JUDICIAL ORDINANCE, AND MAY BE RECORDED WITH THE GASTON COUNTY REGISTER OF DEEDS OFFICE.

Drew Van Duren 12/11/24  
ADMINISTRATOR DATE

CERTIFICATE OF FLOODPLAIN ADMINISTRATION APPROVAL  
THE PLAT HAS BEEN REVIEWED AND MEETS THE APPROVAL OF THE GASTON COUNTY FLOODPLAIN ADMINISTRATOR.  
SIGNED BY Drew Van Duren DATE 11/14/24  
Drew Van Duren  
GASTON COUNTY FLOODPLAIN ADMINISTRATOR

NORTH CAROLINA  
GASTON COUNTY  
REGISTER OF DEEDS, IN AND FOR THE AFFORSAID COUNTY AND STATE HEREBY CERTIFY TO BE A TRUE COPY OF DOCUMENT WHICH IS RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ WITNESS MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

REGISTRAR/DEPUTY

ADMINISTRATOR DATE

THIS PLAT IS LOCATED IN WHOLE OR IN PART OF A DESIGNATED SURFACE WATER SUPPLY WATERSHED AREA OF GASTON COUNTY OR THE MUNICIPALITIES FOR WHICH GASTON COUNTY ADMINISTERS WATERSHED REGULATIONS. THIS AREA IS DEFINED AS THE \_\_\_\_\_ CRITICAL PROTECTED AREA AND NAMED AS \_\_\_\_\_ LONG CREEK. \_\_\_\_\_ AND THIS AREA IS ACCURATELY DEPICTED.

11/6/24 Drew Van Duren  
DATE SURVEYOR

I CERTIFY THAT THE PLAT SHOWN HEREON COMPLIES WITH THE WATERSHED PROTECTION REGULATIONS AND IS APPROVED BY THE WATERSHED ADMINISTRATION RECORDING IN THE GASTON COUNTY REGISTER OF DEEDS OFFICE.

11/1/2024 Drew Van Duren  
DATE WATERSHED ADMINISTRATION

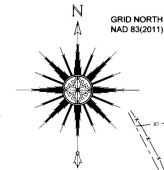
NOTICE: THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED DEVELOPMENT RESTRICTIONS MAY APPLY.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, ME, HEREBY CERTIFY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY AS SHOWN ON THIS PLAT. I/WE ALSO HEREBY ACCEPT AND ADOPT THIS RECORD PLAT AND CONSERVATION EASEMENT WITH MY/OUR FREE CONSENT AND DEDICATE ALL EASEMENTS, RIGHT OF WAY AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED ON SAID PLAT.  
Harlan A. Haynes 12-11-24  
DATE HARLAN A. HAYNES

- LEGEND
- UNMARKED POINT
  - ⊙ EXISTING IRON PIN (AS NOTED)
  - SET 5/8" REBAR W/ CE CAP (SEE NOTE #1)
  - ◇ EXISTING PLANTED STONE
  - ▲ EXISTING MAG NAIL
  - ✱ UTILITY POLE
  - CE CORNER NUMBER
  - CONSERVATION EASEMENT (CE)
  - STREAM/WATER
  - SOIL ROAD
  - CONSERVATION EASEMENT (CE)
  - ADJOINING EASEMENT AREA
  - BOUNDARY LINE
  - ADJOINING DEED LINES
  - FENCE
  - OVERHEAD WIRE
  - UTILITY RIGHT OF WAY (R/W) AS NOTED
  - RIGHT OF WAY (R/W)
  - SPECIAL FLOOD HAZARD AREA
  - THE LINE ONLY
  - PI PLAT BOOK
  - DB DEED BOOK
  - PG PAGE
  - RBR REBAR
  - RBC REBAR WITH O CAP
  - POB POINT OF BEGINNING
  - IR IRON PIPE
  - IR IRON ROD
  - NAD NORTH AMERICAN DATUM 1983
  - SFC STATE PLANE COORDINATES
  - OF COMBINED FACTOR

WILLIAM B. FALLS  
PIN 3007-91-206  
PARCEL 151568  
ESTATE FILE 2011607  
REFERENCE DB 3004 PG 53



GRID NORTH  
NAD 83(2011)  
Recorded: 10/17/2024 at 10:40:38 PM  
Fee Amt: \$21.00 Page 1 of 1  
GASTON, NC  
SPECIALTY L: Litchner Register of Deeds  
#106 #65

OWNER: N. J. PHILLIPS  
MICHAEL S. JENKINS  
PIN 3007-90-911  
PARCEL 151447  
ESTATE FILE 2016443  
REFERENCE DB 1000 PG 21

DUKE ENERGY CAROLINAS  
(EASEMENT WIDTH 16' AS PER DUKE ENERGY)

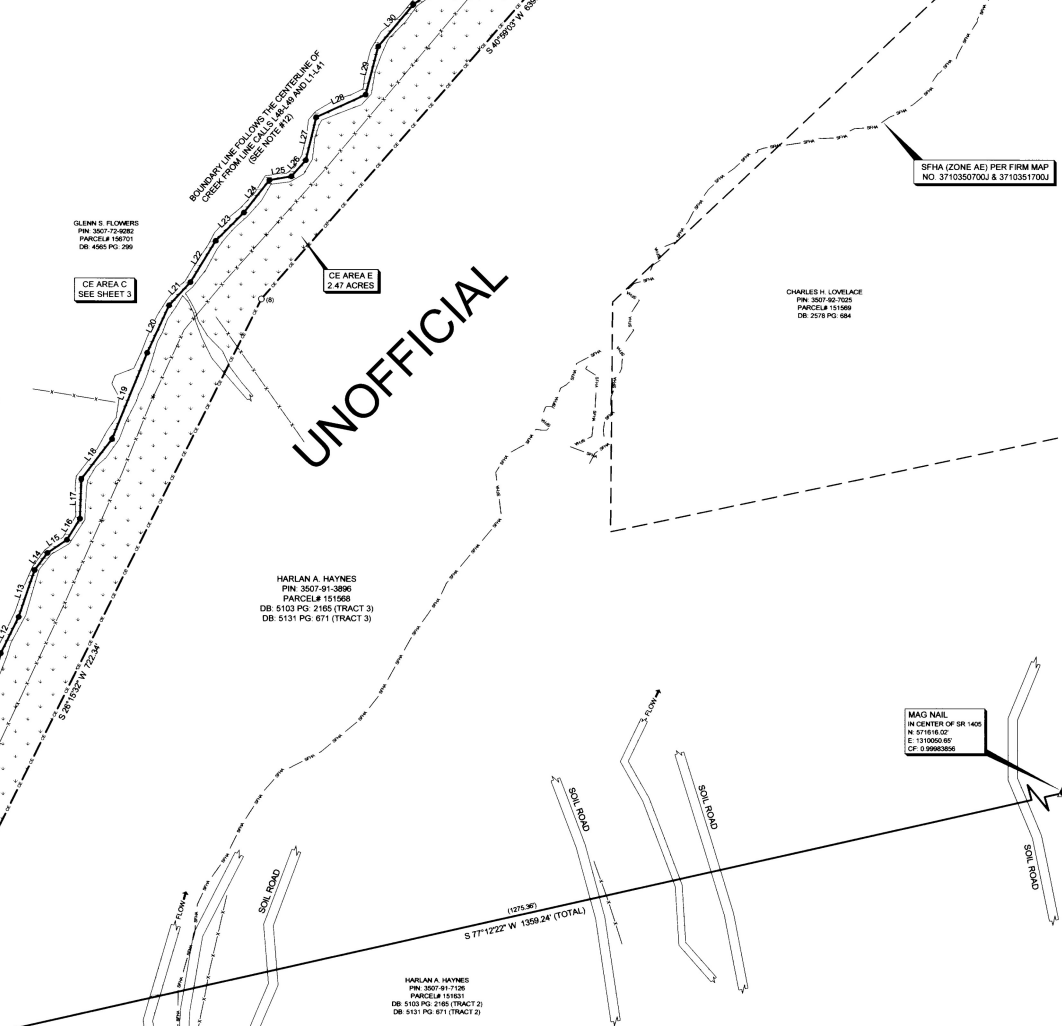
1-1/2" IP  
OLD PROPERTY CORNER  
PER DB 5103 PG 2165 (TRACT 3)

BOUNDARY LINE FOLLOWS THE CENTERLINE OF  
LONG CREEK FROM LINE CALLS L42-L45

CE AREA D  
SEE SHEET 4

# SURVEYOR'S NOTES

- ALL DISTANCES AND COORDINATES (NAD83 2011) ARE GRID MEASUREMENTS IN US SURVEY FEET. UNLESS OTHERWISE NOTED, TO OBTAIN GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE DIVIDED BY THE AVERAGE COMBINED FACTOR SHOWN HEREON.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON GRID MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAY AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- GASTON COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- BY GRAPHIC DETERMINATION, A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) ZONE AE AS DETERMINED BY THE FIRM MAPS 3710350700J & 3710351001J DATED 09/28/2007.
- GRANTOR HEREBY GRANTS AND CONVEYS UNTO GRANTEE A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND UNDER THE PROPERTY AT ALL REASONABLE TIMES AND AT SUCH LOCATIONS AS PRACTICALLY NECESSARY TO ACCESS THE CONSERVATION EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN (ACCESS EASEMENT). THIS GRANT OF EASEMENT SHALL NOT VEST ANY RIGHTS IN THE PUBLIC AND SHALL NOT BE CONSTRUED AS A PUBLIC DEDICATION OF THE ACCESS EASEMENT GRANTOR CONVEYS. GRANTEE AGREES TO MAINTAIN AND KEEP THE EASEMENT IN FREE SIMPLE AND HAS THE RIGHT TO GRANT AND CONVEY THIS ACCESS EASEMENT.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES. THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE, OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4849 BEFORE DIGGING.
- THIS PROPERTY IS LOCATED IN A DESIGNATED SURFACE WATER SUPPLY WATERSHED AREA OF GASTON COUNTY OR THE MUNICIPALITIES FOR WHICH GASTON COUNTY ADMINISTERS WATERSHED REGULATIONS.
- ALL EXISTING FENCES AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 03/20/23-04/04/24.
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3 1/4" ALUMINUM CAPS MARKED WITH NC STATE LOGO #88857 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.
- IF THE EXISTING CREEK CHANNELS ARE FILLED AND RELOCATED IN THE LOCATION WHERE THE BOUNDARY LINES FOLLOW THE CENTERLINE OF THE CREEKS, THE BOUNDARY LINE SHALL FOLLOW THE NEW LOCATION OF THE CREEK AND WILL REMAIN AS SHOWN HEREON.



DOMINION ENERGY  
(EASEMENT WIDTH 16' AS PER DB 500 PG 88)

TOTAL CONSERVATION  
EASEMENT AREA  
2.47 ACRES



CONSERVATION EASEMENT  
CORNER NO. OMS CAP (TYPICAL)

#	NORTHING	EASTING
1	97591.36	130648.34
2	97591.36	130653.14
3	97594.46	130653.14
4	97594.46	130653.14
5	97594.46	130653.14
6	97594.46	130653.14
7	97594.46	130653.14
8	97594.46	130653.14
9	97594.46	130653.14
10	97594.46	130653.14

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 43°53'52" E	26.76	L26	N 41°30'54" E	18.30
L2	N 43°53'52" E	19.88	L27	N 13°16'13" E	37.59
L3	N 32°49'37" E	30.44	L28	N 65°12'30" E	48.08
L4	N 02°52'12" E	50.77	L29	N 14°22'41" E	42.49
L5	N 37°43'35" E	37.78	L30	N 36°56'24" E	46.55
L6	N 24°51'16" E	105.93	L31	N 53°02'09" E	33.67
L7	N 45°46'56" E	29.83	L32	N 37°22'02" E	85.16
L8	N 51°11'01" E	16.87	L33	N 51°42'56" E	43.42
L9	N 00°25'29" W	37.96	L34	N 36°53'14" E	50.02
L10	N 36°53'15" E	44.99	L35	N 49°50'08" E	45.01
L11	N 14°14'44" E	19.43	L36	N 24°13'36" E	39.03
L12	N 26°09'41" E	34.46	L37	N 66°28'31" E	20.37
L13	N 15°43'31" E	42.34	L38	N 46°23'55" E	20.59
L14	N 36°37'48" E	18.01	L39	N 24°47'03" E	35.60
L15	N 55°46'05" E	20.00	L40	N 51°03'09" E	55.92
L16	N 31°39'51" E	21.14	L41	N 28°52'13" E	41.18
L17	N 01°47'19" E	33.86	L42	N 80°37'08" E	30.51
L18	N 37°19'48" E	42.96	L43	N 77°53'12" E	124.57
L19	N 21°53'59" E	79.25	L44	N 77°53'12" E	19.40
L20	N 24°38'40" E	44.73	L45	N 58°31'17" E	16.18
L21	N 42°33'55" E	26.81	L46	S 38°01'17" E	62.64
L22	N 31°03'49" E	41.29	L47	N 67°48'07" W	26.62
L23	N 44°45'45" E	33.90	L48	N 15°50'57" E	21.90
L24	N 37°55'04" E	35.18	L49	N 43°53'52" E	13.42
L25	N 80°07'30" E	18.99			

CHARLES H. LOWLACE  
PIN 3007-90-585  
PARCEL 151569  
DB 2578 PG 684

MAG NAIL  
IN CENTER OF SR 1405  
N 57°16'00" E  
E 131°00'00" E  
CP: 0.9996356

SHEET #5 OF 5

A CONSERVATION EASEMENT SURVEY FOR:  
THE STATE OF NORTH CAROLINA  
DIVISION OF MITIGATION SERVICES  
CANNONBALL

SPO FILE NO. 36-LA-133 DMS SITE ID NO. 100644

PARCEL OWNER NUMBER: 3007-91-3896

CURRENT OWNER LISTED AS:  
HARLAN A. HAYNES

DEED REFERENCES: DB 5103 PG 2165 (TRACT 3) &  
DB 5131 PG 671 (TRACT 3)

SITE ADDRESS: 1161 RAMSEUR RD, BESEMER CITY, NC 28016  
MAILING ADDRESS: 323 OLD MILL RD, BESEMER CITY, NC 28016

CHORUS WATERSHED TOWNSHIP, GASTON COUNTY, NORTH CAROLINA

SURVEY BY: DO.CBSL.BUP DRAWN BY: NH CHECKED BY: JL

SURVEY DATE: 10/22/24 JOB #2303023-CE

REVISION SIGN WATERSHED STATEMENT DATE: 11/06/24

0 50' 100' 150'

ONE INCH = ONE HUNDRED FEET

SHEET SIZE: 24"X36" SCALE: 1"=50'

**Kee**  
MAPPING & SURVEYING

P.O. Box 2566  
Asheville, NC 28802  
(828) 575-9021  
www.keemap.com  
License # C-3039